Strictly Confidential – Do Not Forward

This document is available only to investors who are either (1) QIBs (as defined below) under Rule 144A under the U.S. Securities Act of 1933, as amended (the "Securities Act") or (2) persons outside the United States in offshore transactions in reliance on Regulation S under the Securities Act.

Important: You must read this disclaimer before continuing. This disclaimer applies to the attached offering memorandum. You are therefore advised to read this disclaimer carefully before reading, accessing or making any other use of the offering memorandum. In accessing the offering memorandum, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from us as a result of such access.

Confirmation of your representation: In order to be eligible to view the offering memorandum or make an investment decision with respect to the securities described therein, investors must be either (1) qualified institutional buyers ("**QIBs**") (within the meaning of Rule 144A under the Securities Act) or (2) persons outside the United States in offshore transactions in reliance on Regulation S under the Securities Act. By accepting the e-mail and accessing the offering memorandum, you will be deemed to have represented to us that (1) you and any customers you represent are either (a) QIBs or (b) not located in the United States and that the e-mail address that you gave us and to which this e-mail has been delivered is not located in the United States, its territories or possessions, or other areas subject to its jurisdiction and (2) you consent to the delivery of the offering memorandum and any amendments or supplements thereto by electronic transmission.

The offering memorandum has been made available to you in electronic form. You are reminded that documents may be altered when transmitted electronically and consequently none of the Issuer, the Guarantors or the Initial Purchasers (each as defined in the offering memorandum) or any of their respective directors, employees, representatives, affiliates or agents accept any liability or responsibility whatsoever in respect of any discrepancies between the offering memorandum distributed to you electronically and the hard copy version. A hard copy version will be provided to you upon request.

Restrictions: The offering memorandum is being furnished in connection with an offering exempt from registration under the Securities Act solely for the purpose of enabling a prospective investor to consider the purchase of the securities described therein. The information in the offering memorandum is not complete and may be changed.

The securities have not been, and will not be, registered under the Securities Act or the securities laws of any other jurisdiction and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any applicable state or local securities laws. Nothing in this electronic transmission constitutes an offer of securities for sale in any jurisdiction where it is unlawful to do so.

Except with respect to eligible investors in jurisdictions where such offer is permitted by law, nothing in this electronic transmission constitutes an offer or an invitation to subscribe for or purchase any of the securities described herein, and access has been limited so that it shall not constitute a general advertisement or solicitation in the United States or elsewhere. If a jurisdiction requires that the offering be made by a licensed broker or dealer and any of the Initial Purchasers or any affiliate of any of the Initial Purchasers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by that Initial Purchaser or affiliate on behalf of the Issuer in such jurisdiction.

You are reminded that you have accessed the offering memorandum on the basis that you are a person into whose possession it may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located. If you have gained access to this electronic transmission contrary to the foregoing restrictions, you will be unable to purchase any of the securities described therein.

Actions that you may not take: You should not reply by e-mail to this communication, and you may not purchase any securities by doing so. Any reply e-mail communications, including those you generate by using the "Reply" function on your e-mail software, will be ignored or rejected.

You may not forward or deliver the offering memorandum, electronically or otherwise, to any other person or reproduce it in any manner whatsoever. Any forwarding, distribution or reproduction of the offering memorandum, in whole or in part, is unauthorized. Failure to comply with this directive may result in a violation of the Securities Act or the securities laws of other jurisdictions.

You are responsible for protecting against viruses and other destructive items. Your use of this e-mail is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

Biocon Biologics Global plc

(incorporated as a public limited company in the United Kingdom)

U.S.$800,000,000 6.67% Senior Secured Notes due 2029

Price: 99.041%

Biocon Biologics Global plc, a public limited company incorporated under the law of the United Kingdom (the "**Issuer**"), is offering U.S.$800,000,000 aggregate principal amount of its 6.67% Senior Secured Notes due 2029 (the "**Notes**"). The payment of principal, premium, if any, and interest in respect of the Notes and all other amounts payable by the Issuer under or pursuant to the Indenture (as defined herein) will be unconditionally and irrevocably guaranteed (the "**Guarantees**" and, together with the Notes, the "**Securities**") by Biocon Biologics Limited (the "**Company**" or the "**Parent Guarantor**") and Biocon Biologics UK Limited ("**BUK**"), Biosimilars Newco Limited ("**BNCL**"), Biocon Sdn. Bhd. ("**BSDN**") and Biosimilar Collaborations Ireland Limited ("**BCIL**"), (collectively, the "**Subsidiary Guarantors**" and, together with the Parent Guarantor, the "**Guarantors**") to the extent set forth in the terms and conditions of the Notes. The Parent Guarantor's aggregate potential liability under the Guarantee provided by it is capped at an amount equal to 100% of the total aggregate principal amount of the Notes outstanding from time to time until April 30, 2025, and will increase to 110% of the total aggregate principal amount of the Notes outstanding from time to time thereafter (the "**Guaranteed Amount**"). The Notes will bear interest at a rate of 6.67% per annum and will mature on October 9, 2029. Interest on the Notes will be paid semi-annually in arrears on April 9 and October 9 of each year, commencing on April 9, 2025.

By no later than 45 days from the Original Issue Date (as defined in "*Description of the Notes*"), the obligations of the Issuer with respect to the Notes and the performance of all other obligations of the Issuer under the Indenture and the Notes will be secured by the following security package: (1) a first priority lien over all of the capital stock of the Issuer held by BUK; (2) a first priority lien over all of the capital stock of BCIL held by BUK; and (3) a first priority lien over all of the capital stock of BNCL held by the Parent Guarantor and BUK (collectively, the "**Collateral**"). See "*Description of the Notes—Security.*"

The Issuer may redeem some or all of the Notes at any time and from time to time on or after October 9, 2026 at the redemption prices set forth in this offering memorandum (the "**Offering Memorandum**"), plus accrued and unpaid interest, if any, to, but excluding, the redemption date. At any time and from time to time prior to October 9, 2026, the Issuer may also redeem up to 40% of the Notes using the proceeds of certain equity offerings, at a redemption price of 106.67% of the principal amount of the Notes, plus accrued and unpaid interest, if any, to, but excluding, the applicable redemption date, *provided* that at least 60% of the aggregate principal amount of the Notes remains outstanding immediately thereafter and any such redemption takes place not later than 60 days after the closing of the related equity offering. In addition, at any time prior to October 9, 2026, the Issuer may redeem some or all of the Notes at a price equal to 100% of the principal amount of the Notes plus the Applicable Premium (as defined in "*Description of the Notes*") as of, and accrued and unpaid interest, if any, on the Notes redeemed to (but not including) the applicable redemption date. See "*Description of the Notes—Optional Redemption.*"

The Notes may be redeemed at a price equal to 100% of the principal amount plus accrued and unpaid interest, if any, upon the occurrence of certain changes in applicable tax law. See "*Description of the Notes—Redemption for Changes in Taxes.*" Upon the occurrence of a Change of Control Triggering Event (as defined in "*Description of the Notes*"), the Issuer must make an offer to repurchase all outstanding Notes at a purchase price equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to the date of repurchase. See "*Description of the Notes—Repurchase at the Option of Holders—Change of Control Triggering Event.*"

The Notes will: (i) be general obligations of the Issuer; (ii) be senior in right of payment to any existing and future obligations of the Issuer expressly subordinated in right of payment to the Notes; (iii) rank at least *pari passu* in right of payment with all unsecured and unsubordinated indebtedness of the Issuer (subject to any priority rights of such unsecured unsubordinated indebtedness pursuant to applicable law); (iv) be secured by first priority liens on the Collateral (subject to Permitted Liens) as further described under "*Description of the Notes—Security*"; (v) be guaranteed by the Guarantors on an unsubordinated basis; (vi) be effectively subordinated to all existing and future obligations of subsidiaries of the Parent Guarantor which are Non-Guarantor Subsidiaries (as defined in "*Description of the Notes*") and all secured indebtedness of the Issuer to the extent of the value of the assets securing such indebtedness (other than the Collateral, to the extent applicable).

Each Guarantee will: (i) be a general obligation of such Guarantor; (ii) be senior in right of payment to any existing and future obligations of such Guarantor expressly subordinated in right of payment to such Guarantee; (iii) rank at least *pari passu* in right of payment with all unsecured senior indebtedness of such Guarantor (subject to any priority rights of such unsecured and unsubordinated indebtedness pursuant to applicable law); and (iv) be effectively subordinated to all existing and future obligations of subsidiaries of the Parent Guarantor which are Non-Guarantor Subsidiaries and all secured indebtedness of such Guarantor to the extent of the value of the assets securing such indebtedness (other than the Collateral, to the extent applicable).

The validity and enforceability of the Guarantees and the security interests in the Collateral and the liability of each Guarantor will be subject to significant limitations, as described in *"Risk Factors—Risks Relating to the Notes, the Guarantees and the Collateral."* The Guarantees and the security interests in the Collateral may be released under certain circumstances. See "*Description of the Notes—The Guarantees—Release of the Guarantees*" and "*Description of the Notes—Security—Release of Lien over the Collateral.*" In addition, rights of the holders of the Notes with respect to the Notes and the Guarantees will be subject to the Intercreditor Agreement (as defined in "*Description of the Notes*").

Investing in the Notes involves a high degree of risk. See "*Risk Factors*" beginning on page 23 for a description of certain risks you should consider before investing in the Notes.

The Notes and the Guarantees have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), or the securities laws of any other jurisdiction, and may not be offered or sold within the United States, except in transactions exempt from, or not subject to, the registration requirements of the Securities Act. Accordingly, the Notes are being offered or sold only to qualified institutional buyers ("**QIBs**") in accordance with Rule 144A under the Securities Act ("**Rule 144A**") and outside the United States in accordance with Regulation S under the Securities Act ("**Regulation S**"). Prospective purchasers that are QIBs are hereby notified that the seller of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. For a description of certain restrictions on transfer of the Notes, see "*Plan of Distribution*" and "*Transfer Restrictions.*"

In making your investment decision, you should rely only on the information contained in this Offering Memorandum. Each of the Issuer, the Guarantors and Citigroup Global Markets Singapore Pte. Ltd., Merrill Lynch (Singapore) Pte. Ltd., Standard Chartered Bank (Singapore) Limited, The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch, BNP Paribas and Mizuho Securities (Singapore) Pte. Ltd. (the "**Initial Purchasers**"), have not authorized anyone to provide you with any other information. If you receive any other information, you should not rely on it. The Issuer and the Initial Purchasers are offering to sell the Notes only in places where offers and sales are permitted. You should not assume that the information contained in this Offering Memorandum is accurate as at any date other than the date on the front cover of this Offering Memorandum. Our business or financial condition and other information in this Offering Memorandum may change after that date.

Application will be made to the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") for the listing of and quotation for the Notes on the Official List of the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this Offering Memorandum. Admission of the Notes to the Official List of the SGX-ST and quotation of the Notes on the SGX-ST is not to be taken as an indication of the merits of the Issuer, the Guarantors, their respective subsidiaries, their associated companies or the Notes. The Notes will be traded on the SGX-ST in a minimum board lot size of not less than S$200,000 (or its equivalent in other currencies) for so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require.

The Notes are expected to be rated "BB" by S&P and "BB" by Fitch. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organization. A suspension, reduction or withdrawal of the rating assigned to the Notes may adversely affect the market price of the Notes.

This Offering Memorandum has not been, nor will it be, filed, registered, produced or published as an offer document (whether a prospectus in respect of a public offer, a statement in lieu of a prospectus or information memorandum, private placement offer cum application letter, an offering circular, an offering memorandum or other offering materials in respect of any private placement under the Companies Act, 2013, as amended, regulations formulated by the Securities and Exchange Board of India or any other applicable Indian laws) with any Registrar of Companies, the Securities and Exchange Board of India, or the Reserve Bank of India, save and except for any information which is mandatorily required to be disclosed or filed in India under any applicable Indian laws (including, but not limited to, the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations 2015, as amended, and under the listing agreement with any Indian stock exchange pursuant to the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, as amended) or pursuant to the sanction of any regulatory and adjudicatory body in India. The securities mentioned herein will not be offered or sold, and have not been offered or sold, to any person resident in India by means of any document or otherwise, whether as a principal or agent. The securities mentioned herein have not been offered or sold, and will not be offered or sold, to any person in India in circumstances which would constitute an advertisement, invitation, offer, sale or solicitation of an offer to subscribe for or purchase any securities (whether to the public or by way of private placement) within the meaning of the Companies Act, 2013 or any other applicable Indian laws for the time being in force.

Joint Global Coordinators, Joint Lead Managers and Joint Bookrunners

BofA Securities	**Citigroup**	**HSBC**	**Standard Chartered Bank**

Joint Lead Managers and Joint Bookrunners

BNP Paribas	**Mizuho**

Offering Memorandum dated October 2, 2024

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NOTICE TO INVESTORS

The Issuer, along with Citigroup Global Markets Singapore Pte. Ltd., Merrill Lynch (Singapore) Pte. Ltd., Standard Chartered Bank (Singapore) Limited, The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch, BNP Paribas and Mizuho Securities (Singapore) Pte. Ltd. (together, the "**Initial Purchasers**"), reserves the right to withdraw the offering of the Notes at any time or to reject any offer to purchase, in whole or in part, for any reason, or to sell less than all of the Notes offered hereby.

This Offering Memorandum is personal to the prospective investor to whom it has been delivered by the Initial Purchasers or any of their respective affiliates and does not constitute an offer to any other person or to the public in general to subscribe for or otherwise acquire the Notes. Distribution of this Offering Memorandum to any person other than the prospective investor and those persons, if any, retained to advise that prospective investor with respect thereto is unauthorized, and any disclosure of its contents without the Issuer's prior written consent is prohibited. The prospective investor, by accepting delivery of this Offering Memorandum, agrees to the foregoing and agrees not to make any photocopies of this Offering Memorandum.

This Offering Memorandum is intended solely for the purpose of soliciting indications of interest in the Notes from qualified investors and does not purport to summarize all of the terms, conditions, covenants and other provisions contained in any transaction documents described herein. The information provided herein is not exhaustive. Notwithstanding any investigation that the Initial Purchasers or any of their respective affiliates may have conducted with respect to the information contained herein, the Initial Purchasers do not accept any liability in relation to the information contained in this Offering Memorandum or its distribution or with regard to any other information supplied by or on the Issuer's and the Guarantors' behalf.

This Offering Memorandum does not constitute an offer of, or an invitation to subscribe for or purchase, any of the Notes by or on behalf of the Issuer, the Guarantors, the Initial Purchasers, Citicorp International Limited as trustee (the "**Trustee**"), Citibank N.A., London Branch as the initial principal paying agent (the "**Principal Paying Agent**"), any other paying agents (together with the Principal Paying Agent, the "**Paying Agents**"), Citibank N.A., London Branch as registrar (the "**Registrar**"), and Citibank N.A., London Branch as transfer agent (the "**Transfer Agent**" and, together with the Paying Agents and the Registrar, the "**Agents**").

Prospective investors in the Notes should rely only on the information contained in this Offering Memorandum. None of the Issuer, the Guarantors, the Initial Purchasers or any of their respective representatives, agents, directors, officers, employees, advisors or affiliates have authorized the provision of information different from that contained in this Offering Memorandum. The information contained in this Offering Memorandum is accurate in all material respects only as at the date of this Offering Memorandum, regardless of the time of delivery of this Offering Memorandum or of any sale of the Notes. Neither the delivery of this Offering Memorandum nor any sale made hereunder shall under any circumstances imply that there has been no change in the Issuer's or the Guarantors' affairs and those of each of its subsidiaries or that the information set forth herein is correct in all material respects as at any date subsequent to the date hereof.

Prospective investors hereby acknowledge that (i) they have not relied on the Initial Purchasers, the Trustee, the Agents or any of their respective representatives, agents, directors, officers, employees, advisors or affiliates in connection with any investigation of the accuracy of such information or their investment decision, and (ii) no person has been authorized to give any information or to make any representation concerning the Issuer, the Guarantors, the Notes or the Guarantees (other than as contained herein and information given by the Issuer's or the Guarantors' duly authorized officers and employees, as applicable, in connection with investors' examination of the Issuer, the Guarantors and the terms of this offering) and, if given or made, any such other information or representation should not be relied upon as having been authorized by the Issuer, the Guarantors, the Initial Purchasers, the Trustee or the Agents or any of their respective representatives, agents, directors, officers, employees, advisors or affiliates or any person who controls any of them.

The Initial Purchasers are acting as initial purchasers to the Issuer and no other person in connection with the offering of the Notes. The Initial Purchasers will not be responsible to any person other than the Issuer for providing any of the protections afforded to clients of the Initial Purchasers, nor for providing any advice in relation to any matter referred to herein.

Prospective investors should have regard to the information set out in the "*Use of Proceeds*" section of this Offering Memorandum and should consult with their legal or other advisors before making an investment in the Notes and must determine for themselves the relevance of such information for the purpose of any investment in the Notes together with any other investigation the investors deem necessary.

None of the Issuer, the Guarantors, the Initial Purchasers, the Trustee, the Agents or their respective representatives, agents, directors, officers, employees, advisors or affiliates is making any representation to any offeree or purchaser of the Notes regarding the legality of any investment by such offeree or purchaser under applicable legal investment or similar laws. None of the Initial Purchasers, the Trustee or any Agent or any of their respective representatives, agents, directors, officers, employees, advisors or affiliates makes any representation, warranty or undertaking, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Offering Memorandum. To the fullest extent permitted by law, none of the Initial Purchasers, the Trustee or the Agents or any of their respective representatives, agents, directors, officers, employees, advisors or affiliates or representatives accepts any responsibility for the contents of this Offering Memorandum or for any other statement made or purported to be made by them or on their behalf in connection with the Issuer and/or the Guarantors or the issue and offering of the Notes. Each of the Initial Purchasers, the Trustee and the Agents and each of their respective representatives, agents, directors, officers, employees, advisors and affiliates and each person who controls any of them accordingly disclaims all and any liability whether arising in tort or contract or otherwise which it might otherwise have in respect of this Offering Memorandum or any such statement.

Each prospective 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 Issuer and the Guarantors and the terms of the Notes, the Collateral and the Guarantees, including the merits and risks involved, and its purchase of the Notes should be based upon such investigations with its own tax, legal and business advisors as it deems necessary. See "*Risk Factors*" for a discussion of certain factors to be considered. Any prospective investor in the Notes should be able to bear the economic risk of an investment in the Notes for an indefinite period of time.

This Offering Memorandum has not been, nor will it be, filed, registered, produced or published as an offer document (whether a prospectus in respect of a public offer, a statement in lieu of a prospectus or information memorandum, private placement offer cum application letter, an offering circular, an offering memorandum or other offering materials in respect of any private placement under the Companies Act, 2013, as amended, regulations formulated by the Securities and Exchange Board of India or any other applicable Indian laws) with any Registrar of Companies, the Securities and Exchange Board of India, or the Reserve Bank of India, save and except for any information which is mandatorily required to be disclosed or filed in India under any applicable Indian laws (including, but not limited to, the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations 2015, as amended, and under the listing agreement with any Indian stock exchange pursuant to the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, as amended) or pursuant to the sanction of any regulatory and adjudicatory body in India. The securities mentioned herein will not be offered or sold, and have not been offered or sold, to any person resident in India by means of any document or otherwise, whether as a principal or agent. The securities mentioned herein have not been offered or sold, and will not be offered or sold, to any person in India in circumstances which would constitute an advertisement, invitation, offer, sale or solicitation of an offer to

subscribe for or purchase any securities (whether to the public or by way of private placement) within the meaning of the Companies Act, 2013 or any other applicable Indian laws for the time being in force.

This Offering Memorandum does not constitute an offer to sell, or a solicitation of an offer to buy, any Notes offered hereby by any person in any jurisdiction in which it is unlawful for such person to make an offer or solicitation in such jurisdiction.

This Offering Memorandum has been prepared on the basis that any offer of the Notes in the United Kingdom (the "**UK**") will be made pursuant to an exemption under Regulation (EU) 2017/1129, as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") (the "**UK Prospectus Regulation**") from a requirement to publish a prospectus for offers of the Notes. This Offering Memorandum is not a prospectus for the purpose of the UK Prospectus Regulation.

This Offering Memorandum has been prepared on the basis that any offer of the Notes in any Member State of the European Economic Area ("**EEA**") will be made pursuant to an exemption under Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**") from a requirement to publish a prospectus for offers of Notes. This Offering Memorandum is not a prospectus for the purpose of the Prospectus Regulation.

This offering is being made in reliance upon exemptions from registration under the Securities Act, for an offer and sale of securities which does not involve a public offering. If you purchase any of the Notes, you will be deemed to make certain acknowledgments, representations and agreements set forth under "*Transfer Restrictions.*"

The distribution of this Offering Memorandum and the offer and sale of the Notes may, in certain jurisdictions, be restricted by law. None of the Issuer, the Guarantors, the Initial Purchasers, the Trustee or the Agents or any of their respective representatives, agents, directors, officers, employees, advisors or affiliates represents that this Offering Memorandum 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 assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Guarantors, the Initial Purchasers, the Trustee or the Agents or any of their respective affiliates which would permit a public offering of any Notes or distribution of this Offering Memorandum in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Offering Memorandum 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.

Each purchaser of the Notes must comply with all applicable laws and regulations in force in each jurisdiction in which it purchases, offers or sells the Notes or possesses or distributes this Offering Memorandum, and must obtain any consent, approval or permission required for the purchase, offer or sale by it of the Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes purchases, offers or sales. Persons into whose possession this Offering Memorandum or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Offering Memorandum and the offering and sale of the Notes. In particular, there are restrictions on the offer and sale of the Notes, and the circulation of documents relating thereto, in certain jurisdictions including the United States, the UK and the EEA and to persons connected therewith. See "*Plan of Distribution*" and "*Transfer Restrictions.*"

This Offering Memorandum is for distribution only to persons who (i) are outside the UK, (ii) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Financial Promotion Order**"), (iii) are persons falling within Article 49(2)(a) to (d) ("**high net worth companies, unincorporated associations, etc.**") of the Financial Promotion Order or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) in

connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "**relevant persons**"). This Offering Memorandum is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this document relates is available only to relevant persons and will be engaged in only with relevant persons.

Notice to capital market intermediaries and prospective investors pursuant to paragraph 21 of the Hong Kong SFC Code of Conduct – Important Notice to Prospective Investors: Prospective investors should be aware that certain intermediaries in the context of this offering of the Notes, including certain Initial Purchasers, are "capital market intermediaries" (together, the "**CMIs**") subject to Paragraph 21 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "**SFC Code**"). This notice to prospective investors is a summary of certain obligations the SFC Code imposes on such CMIs, which require the attention and cooperation of prospective investors.

Certain CMIs may also be acting as "overall coordinators" (together, the "**OCs**") for this offering and are subject to additional requirements under the SFC Code.

Prospective investors who are the directors, employees or major shareholders of the Issuer, the Company or any of its subsidiaries, a CMI or its group companies would be considered under the SFC Code as having an association (an "**Association**") with the Issuer, the Company and its subsidiaries, the CMI or the relevant group company. Prospective investors associated with the Issuer, the Company or any of its subsidiaries, or any CMI (including its group companies) should specifically disclose this when placing an order for the Notes and should disclose, at the same time, if such orders may negatively impact the price discovery process in relation to this offering. Prospective investors who do not disclose their Associations are hereby deemed not to be so associated. Where prospective investors disclose their Associations but do not disclose that such order may negatively impact the price discovery process in relation to this offering, such order is hereby deemed not to negatively impact the price discovery process in relation to this offering.

Prospective investors should ensure, and by placing an order prospective investors are deemed to confirm, that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIs). If a prospective investor is an asset management arm affiliated with any Initial Purchaser, such prospective investor should indicate when placing an order if it is for a fund or portfolio where the Initial Purchaser or its group company has a more than 50% interest, in which case it will be classified as a "proprietary order" and subject to appropriate handling by CMIs in accordance with the SFC Code and should disclose, at the same time, if such "proprietary order" may negatively impact the price discovery process in relation to this offering. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not a "proprietary order." If a prospective investor is otherwise affiliated with any Initial Purchaser, such that its order may be considered to be a "proprietary order" (pursuant to the SFC Code), such prospective investor should indicate to the relevant Initial Purchaser when placing such order. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not a "proprietary order." Where prospective investors disclose such information but do not disclose that such "proprietary order" may negatively impact the price discovery process in relation to this offering, such "proprietary order" is hereby deemed not to negatively impact the price discovery process in relation to this offering.

Prospective investors should be aware that certain information may be disclosed by CMIs (including private banks) which is personal and/or confidential in nature to the prospective investor. By placing an order, prospective investors are deemed to have understood and consented to the collection, disclosure, use and transfer of such information by the Initial Purchasers and/or any other third parties as may be required by the SFC Code, including to the Issuer, the Company and its subsidiaries, any OCs, relevant regulators and/or any other third parties as may be required by the SFC Code, it being understood and agreed that such information

shall only be used for the purpose of complying with the SFC Code, during the bookbuilding process for the offering of the Notes. Failure to provide such information may result in that order being rejected.

PRIIPs REGULATION/PROHIBITION OF SALES TO EEA 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 EEA. For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, 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; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"). 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 has been prepared and therefore, offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

UK PRIIPs REGULATION/PROHIBITION OF SALES TO 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 UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

U.S. INFORMATION

This Offering Memorandum is highly confidential and has been prepared by us solely for use in connection with the proposed offering of the Notes described herein, and solely for use in connection with the offer of the Notes outside the United States under Regulation S and to persons reasonably believed to be qualified institutional buyers ("**QIBs**") within the United States under Rule 144A. Its use for any other purpose in the United States is not authorized. It may not be copied or reproduced in whole or in part, nor may it be distributed or any of its contents disclosed to anyone other than the prospective investors to whom it has been delivered by the Initial Purchasers or any of their respective affiliates.

The Notes have not been and will not be registered under the Securities Act and, subject to certain exceptions, may not be offered or sold within the United States. Prospective investors are hereby notified that sellers of the Notes may be relying on the exemption from the provision of Section 5 of the Securities Act provided by Rule 144A. The Notes are subject to restrictions on transferability and resale. Purchasers of the Notes may not transfer or resell the Notes except as permitted under the Securities Act and applicable state securities laws. For a description of these and certain further restrictions on offers, sales and transfers of the Notes and distribution of this Offering Memorandum, see "*Plan of Distribution*" and "*Transfer Restrictions.*"

The Notes have not been approved or disapproved by the U.S. Securities and Exchange Commission (the "**SEC**"), any state securities commission in the United States or any other U.S. regulatory authority, nor have

any of the foregoing authorities passed upon or endorsed the merits of the offering of the Notes or the accuracy or adequacy of this Offering Memorandum. Any representation to the contrary is a criminal offense in the United States.

AVAILABLE INFORMATION

To permit compliance with Rule 144A in connection with resales of the Notes, we will furnish, upon request of a holder of the Notes and a prospective purchaser designated by a holder, the information required to be delivered under Rule 144A(d)(4), if at the time of such request we are neither a reporting company under Section 13 or Section 15(d) of the U.S. Securities Exchange Act of 1934 (the "**Exchange Act**") nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

In this Offering Memorandum, unless otherwise specified or the context otherwise requires:

- references to the "**Company**" are to Biocon Biologics Limited;
- references to the "**Group**" are to Biocon Biologics Limited, its subsidiaries and its employee welfare trust;
- references to the "**Issuer**" are to Biocon Biologics Global plc;
- references to the "**Guarantors**" are to Biocon Biologics Limited, Biosimilars Newco Limited, Biocon Biologics UK Limited, Biocon Sdn. Bhd. and Biosimilar Collaborations Ireland Limited; and
- references to "**we**," "**us**" or "**our**" are to the Company or the Group, as the context requires.

In this Offering Memorandum, references to "**Rupees**," "**INR**," "**₹**" and "**Rs.**" are to Indian rupees, the legal currency of India and references to "**U.S. dollars**" and "**U.S.$**" are to United States dollars, the legal currency of the United States. References herein to the "**U.S.**" or the "**United States**" are to the United States of America and its territories and possessions, references to "**India**" are to the Republic of India and its territories and possessions, and references to "**Ireland**" are to the Republic of Ireland and its territories and possessions.

Our fiscal year ends on March 31 of each year, and references to a particular "**FY**," "**fiscal year**" or "**Fiscal**" are to the 12-month period ended or ending March 31 of that year. Unless otherwise stated, references to a particular "**year**" or "**Calendar Year**" are to the calendar year ended or ending on December 31.

Financial Statements

This Offering Memorandum includes the Group's consolidated financial statements as of and for the fiscal years ended March 31, 2022, 2023 and 2024, (the "**Audited Financial Statements**") and the Group's condensed consolidated interim financial statements as of and for the three months ended June 30, 2024, (the "**Interim Financial Statements**" and, together with the Audited Financial Statements, the "**Consolidated Financial Statements**"). The Audited Financial Statements have been prepared in accordance with Indian Accounting Standards ("**Ind AS**") as per the Companies (Indian Accounting Standards) Rules, 2015 notified under Section 133 of Companies Act, 2013 (the "**Act**") and other relevant provisions of the Act. The Interim Financial Statements have been prepared in accordance with Indian Accounting Standards (Ind AS) 34 Interim Financial Reporting and should be read in conjunction with the latest Group's Audited Financial Statements. They do not include all the information required for a complete set of financial statements prepared in accordance with Ind AS. However, selected explanatory notes are included to explain events and transactions that are significant to

an understanding of the changes in the Group's financial position and performance since the last Audited Financial Statements.

Unless otherwise stated or unless the context requires otherwise, the financial information contained in this Offering Memorandum is derived from the Consolidated Financial Statements.

We present our consolidated financial statements under Ind AS. Ind AS differs in certain significant respects from accounting principles with which prospective investors may be familiar in other countries, including the International Financial Reporting Standards ("**IFRS**"). We do not attempt to quantify the impact of IFRS on the financial data contained in this Offering Memorandum, nor do we provide a reconciliation of the Audited Financial Statements to IFRS. Accordingly, the degree to which the Consolidated Financial Statements, as included in this Offering Memorandum, prepared in accordance with Ind AS, will provide meaningful information is entirely dependent on the reader's familiarity with the respective Indian accounting policies and practices. Any reliance by persons not familiar with Indian accounting practices on the financial disclosures presented in this Offering Memorandum should accordingly be limited. For a description of certain significant differences between Ind AS and IFRS, see "*Description of Certain Differences between Ind AS and IFRS.*"

In making an investment decision, investors must rely on their own examination of the Issuer, the Guarantors, the terms of the offering and the financial information contained in this Offering Memorandum. Potential investors should consult their own professional advisors for an understanding of the differences between IFRS and Ind AS, and how these differences might affect their understanding of the financial information contained herein.

Information in the Consolidated Financial Statements is, unless otherwise stated therein, stated in Indian Rupees in "millions." Unless otherwise specified, financial information that is presented in the rest of the Offering Memorandum has been rounded to the nearest million Indian Rupees; accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

For the purpose of the Consolidated Financial Statements and financial information, the terms "subsidiaries," "joint ventures" and "associates" means the subsidiaries, joint ventures and associates of the Company as at and during the relevant fiscal year, respectively.

Any reference in this Offering Memorandum to any law, regulation or notification is a reference to such law, regulation or notification as the same may have been, or may from time to time be, amended, supplemented or replaced.

Non-GAAP Financial Measures

In addition to the Group's results determined in accordance with Ind AS, we use a variety of financial and operational metrics such as Contribution Margin, Contribution Margin %, EBITDA and EBITDA % (together, "**Non-GAAP Measures**") presented in this Offering Memorandum, to measure and analyze the Group's financial and operational performance from period to period. We use the Non-GAAP Measures to evaluate the Group's ongoing operations and for internal planning and forecasting purposes. We believe that Non-GAAP Measures, when taken collectively with financial measures prepared in accordance with Ind AS, may be helpful to investors because it provides an additional tool for investors to use in evaluating the Group's ongoing operating results and trends and in comparing the Group's financial results with other companies in our industry because it provides consistency and comparability with past financial performance. The Non-GAAP Measures are supplemental measures of the Group's performance and liquidity that are not required by, or presented in accordance with, Ind AS, Indian GAAP, IFRS or U.S. GAAP. Further, the Non-GAAP Measures are not a measurement of the Group's financial performance or liquidity, profitability or cash flows generated by operating, investing or financing activities under Ind AS, Indian GAAP, IFRS or U.S. GAAP and should not be

considered in isolation or construed as an alternative to cash flows, profit for the fiscal years or any other measure of financial performance or as an indicator of our operating performance, liquidity, profitability or cash flows generated by operating, investing or financing activities derived in accordance with Ind AS, Indian GAAP, IFRS or U.S. GAAP.

We calculate Contribution Margin by deducting cost of raw materials and packing materials consumed, purchases of traded goods, changes in inventories of finished goods, traded goods and work-in-progress (excluding employee benefit expenses and other expenses) from revenue from operations for the year/period. We calculate Contribution Margin % as Contribution Margin divided by revenue from operations. We calculate EBITDA by adding depreciation and amortization expense, finance costs, tax expenses, certain other incomes and exceptional items to profit/(loss) after tax for the year/period. We calculate EBITDA % as EBITDA divided by revenue from operations.

Non-GAAP financial information is presented for supplemental informational purposes only, has limitations as an analytical tool and should not be considered in isolation or as a substitute for financial information presented in accordance with Ind AS. Non-GAAP financial information may be different from similarly titled non-GAAP measures used by other companies. In addition, these non-GAAP measures are not standardized terms, hence a direct comparison of these Non-GAAP Measures between companies may not be possible. Other companies may calculate these Non-GAAP Measures differently from us, limiting its usefulness as a comparative measure. The principal limitation of the Non-GAAP Measures is that they exclude significant expenses and income that are required by Ind AS to be recorded in the Guarantors' financial statements, as further detailed below. In addition, they are subject to inherent limitations as they reflect the exercise of judgment by management about which expenses and income are excluded or included in determining the Non-GAAP Measures. A reconciliation is provided in "*Summary Financial and Other Data—Consolidated Summary of Non-GAAP Measures*" for each Non-GAAP Measure to the most directly comparable financial measure prepared in accordance with Ind AS. Investors are encouraged to review the related Ind AS financial measures and the reconciliation of the Non-GAAP Measures to their most directly comparable Ind AS financial measures included below and to not rely on any single financial measure to evaluate the Guarantors' business.

The financial and operational metrics and ratios presented in this Offering Memorandum include Contribution Margin, Contribution Margin %, EBITDA and EBITDA % in the sections "*Business*" and "*Management's Discussion and Analysis of Financial Condition and Results of Operations*."

Rounding

Certain amounts in this Offering Memorandum have been rounded. Accordingly, amounts shown as totals may not be the arithmetic sum of the amounts that precede them.

Currency Translations

This Offering Memorandum contains translations of Indian rupee amounts to U.S. dollars solely for the convenience of the reader. Unless otherwise stated, all translations were made at the exchange rate of ₹83.4534 per U.S.$1.00, being the closing exchange rate published by the Reserve Bank of India ("**RBI**") as at June 28, 2024. No representation is made that the Indian rupee amounts referred to in this Offering Memorandum have been, could have been or could be converted into U.S. dollars at that rate or any other rate.

DEFINED TERMS

₹ or **Rs.**	means Indian rupees, the legal currency of India;
2012 Policy	means the National Pharmaceuticals Pricing Policy, 2012;
AAEC	means an appreciable adverse effect on competition in the market in India;
Additional Amounts	means, in relation to the Notes, any additional amounts as necessary in order that the net amounts received by each Holder in respect of such payments after such withholding, deduction or imposition will equal the respective amounts that would have been received in respect of such payments in the absence of such withholding, deduction or imposition;
Advanced Markets	means the U.S., Canada, United Kingdom, Germany, France, Spain, Italy, Switzerland, Czech Republic, Austria, Croatia, Slovakia, Belgium, Netherlands, Finland, Norway, Ireland, Sweden, Denmark, Greece, Portugal, Latvia, Estonia, Lithuania, Slovenia, Serbia, Hungary, Bulgaria, Romania, Bosnia, Albania, Poland, Malta, Cyprus, Japan, Australia, and New Zealand;
Advertisement Guidelines	means the Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022;
Agents	means the Transfer Agent and, together with the Paying Agents and the Registrar;
AI	means artificial intelligence;
Air Act	means the Air (Prevention and Control of Pollution) Act, 1981;
Anti-Corruption Laws	means the "**Bribery Act**," and, together with the FCPA, the Prevention of Corruption Act, 1988 and other similar regulations;
Association	means prospective investors who are the directors, employees or major shareholders of the Issuer, the Company or any of its subsidiaries, a CMI or its group companies would be considered under the SFC Code as having an association;
Audited Financial Statements	means the Group's audited consolidated financial statements as at and for the fiscal years ended March 31, 2022, 2023 and 2024;
BBL Credit Facility Agreement	means a supplemental deed, which amended and restated the facility agreement originally dated November 20, 2022, entered into with The Hongkong and Shanghai Banking Corporation Limited, MUFG Bank, Ltd. and Standard Chartered Bank, as mandated lead arrangers, underwriters and bookrunners;
BCIL	means Biosimilar Collaborations Ireland Limited;
BFI	means Branded Formulations India;
Bill	means the draft Explosives Bill, 2024;
Biocon UK or BUK	means Biocon Biologics UK Limited;

BMW Rules	means The Bio-Medical Waste Management Rules, 2016;
BNCL	means Biosimilars Newco Limited;
Board	means the board of directors of our Company;
Boilers Act	means the Indian Boilers Act, 1923;
Boilers Regulations	means the Indian Boiler Regulations, 1950;
BSDN	means Biocon Sdn. Bhd., Malaysia;
BSR	means B S R & Co. LLP;
C(WUMP)O	means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong;
Calendar Year	means the calendar year ending December 31 of that year;
CDSCO	means the Indian Central Drugs Standard Control Organization;
CEO	means Chief Executive Officer;
cGMPs	means Current Good Manufacturing Practices;
Chemical Accidents Rules	means the Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996;
CIRP	means a corporate insolvency and resolution petition;
Civil Code	means the Indian Code of Civil Procedure, 1908;
CLRA	means the Contract Labour (Regulation and Abolition) Act, 1970;
CMIs	means capital market intermediaries;
CMP Regulations 2018	means the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore;
Code	means the U.S. Internal Revenue Code of 1986;
Collateral	means: (1) a first priority lien over all of the capital stock of the Issuer held by BUK; (2) a first priority lien over all of the capital stock of BCIL held by BUK; and (3) a first priority lien over all of the capital stock of BNCL held by the Parent Guarantor and BUK;
Collateral Agent	Citicorp International Limited
Commercialization or, as is the case, commercializing	means manufacturing and, ultimately, pricing, marketing, promoting, selling and distributing;
Companies Act or **Companies Act, 2013**	means the Companies Act, 2013 and the rules and regulations thereunder, to the extent notified, each as amended;
Company	means Biocon Biologics Limited;
Consolidated Financial Statements	means the Group's consolidated audited financial statements as at and for the fiscal years ended March 31, 2022, 2023 and 2024 (the "**Audited Financial Statements**") and the Group's condensed consolidated interim financial statements as of and for the three months ended June 30, 2024 (the "**Interim Financial Statements**");

Construction Workers Act	means the Building and Other Construction Workers' Welfare Cess Act, 1996;
Consumer Protection Act	means the Consumer Protection Act, 2019;
Contribution Margin	is calculated by deducting the cost of raw materials and packing materials consumed, purchases of traded goods, changes in inventories of finished goods, traded goods and work-in-progress (excluding employee benefit expenses and other expenses) from revenue from operations for the year/period;
Contribution Margin %	is calculated by dividing Contribution Margin by revenue from operations;
Convertible Debentures	Includes the optionally convertible debentures issued to Biocon Limited, the redeemable optionally convertible debentures issued to Goldman Sachs India AIF Scheme-1 and Goldman Sachs India Alternative Investment Trust Scheme-2 and the compulsory convertible debentures issued to Edelweiss Alternative Asset Advisors Limited and ESOF III Investment Fund;
Copyright Laws	means the Copyright Act, 1957 and the Copyright Rules, 2013;
CPDIs	means contingent payment debt instruments;
CROs	means contract research organizations;
CSR	means Corporate Social Responsibility;
Customs Act	means the Customs Act, 1962;
DCGI	means the Drug Controller General of India;
DMRA	means the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954;
DPCO	means the Drugs (Prices Control) Order, 2013;
Drugs Act	means the Drugs and Cosmetics Act, 1940;
Drugs Bill, 2022	means the Drugs, Medical Devices and Cosmetics Bill, 2022;
Drugs Bill, 2023	means the Drugs, Medical Devices and Cosmetics Bill, 2023;
Drugs Rules	means the Drugs and Cosmetics Rules, 1945;
early redemption fee	means, in relation to debt securities, qualifying debt securities or qualifying project debt securities, any fee payable by the issuer of the securities on the early redemption of the securities;
EBITDA	is calculated by adding depreciation and amortization expense, finance costs, tax expenses to profit/(loss) after tax for the year/period;
EBITDA %	is calculated by dividing EBITDA by revenue from operations;
ECA	means the Essential Commodities Act, 1955;
EEA	means the European Economic Area;
EHS	means environmental, health and safety;
EIA	means the EIA Notification, 2006;
EMA	means the European Medicines Agency;

Emerging Markets	means 80 other markets outside the Advanced Markets;
EP Act	means the Environment Protection Act, 1986;
EP Rules	means the Environment Protection Rules, 1986;
Eris	means Eris Lifesciences Limited;
ESG	means Environmental, Social & Governance;
EUWA	means the European Union (Withdrawal) Act 2018;
EWM Rules	means the E-Waste Management Rules, 2022;
Exchange Act	means the U.S. Securities Exchange Act of 1934;
Explosives Act	means the Explosives Act, 1884;
Factories Act	means the Factories Act, 1948;
FATCA	means Foreign Account Tax Compliance Act;
FCPA	means the U.S. Foreign Corrupt Practices Act of 1977;
FEMA	means the Foreign Exchange Management Act, 1999, as amended or updated and the rules and regulations made thereunder, as amended from time to time and the circulars issued thereunder;
FEMA Guarantee Regulations	means the Foreign Exchange Management (Guarantees) Regulations, 2000, as amended or updated and the rules and regulations made thereunder, as amended from time to time and the circulars issued thereunder;
FEMA OI Regulations	means the Foreign Exchange Management (Overseas Investment) Regulations, 2022, as amended or updated and the rules and regulations made thereunder, as amended from time to time and the circulars issued thereunder;
FEMA OI Rules	means the Foreign Exchange Management (Overseas Investment) Rules, 2022, as amended or updated and the rules and regulations made thereunder, as amended from time to time and the circulars issued thereunder;
FIEA	means the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948);
Financial Promotion Order	means Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005;
Fiscal or **Fiscal Year**	means the 12-month period ended or ending March 31 of that year;
FRS 109	means Singapore Financial Reporting Standards 109;
FSMA	means the Financial Services and Markets Act 2000;
FSSA	means the Food Safety and Standards Act, 2006;
FSSAI	means the Food Safety and Standards Authority of India;
GHG	means greenhouse gas;
GLP-1RAs	means glucagon-like peptide-1 receptor agonists;
GMP	means Good Manufacturing Practice;

GoI	means the Government of India;
Group	means Biocon Biologics Limited, its subsidiaries and its employee welfare trust;
GST	means the Goods and Services Tax;
Guaranteed Amount	means the Parent Guarantor's aggregate potential liability under the Guarantee provided by it is capped at an amount equal to 100% of the total aggregate principal amount of the Notes outstanding from time to time, being initially U.S.$800,000,000, until April 30, 2025, and will increase to 110% of the total aggregate principal amount of the Notes outstanding from time to time thereafter;
Guarantees	means the unconditional and irrevocable guarantee of payment of principal, premium, if any, and interest in respect of the Notes and all other amounts payable by the Issuer under or pursuant to the Indenture (as defined herein);
Guarantors	means Biocon Biologics Limited, Biosimilars Newco Limited, Biocon Biologics UK Limited, Biocon Sdn. Bhd. and Biosimilar Collaborations Ireland Limited;
Hazardous Waste Rules	means the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016;
high net worth companies, unincorporated associations, etc.	means persons falling within Article 49(2)(a) to (d) of the FPO;
IBC	means the Insolvency and Bankruptcy Code, 2016 of India;
IFRS	means the International Financial Reporting Standards;
Income Tax Act	means the Income Tax Act 1947 of Singapore;
Ind AS	means Indian Accounting Standards;
India	means the Republic of India and its territories and possessions;
Indian Competition Act	means the Competition Act, 2002, of India, as amended;
Indian Income Tax Act	means the Income Tax Act, 1961, as amended;
Indian OI Guidelines	means FEMA OI Regulations, FEMA OI Rules and the OI Directions;
Initial Purchasers	means Citigroup Global Markets Singapore Pte. Ltd., Merrill Lynch (Singapore) Pte. Ltd., Standard Chartered Bank (Singapore) Limited, The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch, BNP Paribas and Mizuho Securities (Singapore) Pte. Ltd.;
Insurance Distribution Directive	means Directive (EU) 2016/97;
Interim Financial Statements	means the Group's condensed consolidated interim financial statements as of and for the three months ended June 30, 2024;
Investor Agreements	means the agreements the Company has entered into with Investor Shareholders;

Investor Shareholders	means shareholders and investors including Biocon Limited, Activ Pine LLP, Tata Capital Growth Fund II, Goldman Sachs India AIF Scheme - 1, Goldman Sachs India Alternative Investment Trust AIF Scheme - 2, Beta Oryx Limited, Serum Institute Life Sciences Private Limited, Mylan Inc., ESOF III Investment Fund and Edelweiss Alternative Asset Advisors Limited;
IPRs	means the intellectual property rights;
IRA	means the Inflation Reduction Act;
IRAS	means the Inland Revenue Authority;
Ireland	means the Republic of Ireland and its territories and possessions;
IRS	means the U.S. Internal Revenue Service;
Issuer	means Biocon Biologics Global plc;
IT Act	means the Information Technology Act, 2000;
LM Act	means The Legal Metrology Act, 2009
LM Rules	means The Legal Metrology (Packaged Commodities) Rules, 2011;
mAbs	means Monoclonal Antibodies;
MAS	means Monetary Authority of Singapore;
MAS Circular	means the MAS Circular FDD Cir 08/2023 entitled "Qualifying Debt Securities and Primary Dealer Schemes – Extension and Refinements" issued by the MAS on May 31, 2023;
MSIHC Rules	means The Manufacturing, Storage & Import of Hazardous Chemicals Rules, 1989;
NCDs	means non-communicable diseases;
NCRPS	means non-convertible redeemable preference shares;
NDC Rules	means The New Drugs and Clinical Trial Rules, 2019;
NDPS Act	means The Narcotic Drugs and Psychotropic Substances Act, 1985;
Noise Pollution Rules	means the Noise Pollution (Regulation and Control) Rules, 2000;
Non-GAAP Measures	means variety of financial and operational metrics such as Contribution Margin, Contribution Margin %, EBITDA and EBITDA %;
North America	means the United States and Canada;
Notes	means U.S.$800,000,000 aggregate principal amount of the 6.67% Senior Secured Notes due 2029;
NPPA	means National Pharmaceutical Pricing Authority;
OCs	means overall coordinators;
ODI	means overseas direct investment;

OECD	means the Organisation for Economic Co-operation and Development;
offer	means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes;
Offering Memorandum	means this offering memorandum;
OI Directions	means the Foreign Exchange Management (Overseas Investment) Directions, 2022, issued by RBI on August 22, 2022, as amended or updated or replaced;
OPI	means overseas portfolio investment;
Parent Guarantee	means the Guarantee provided by the Company;
Parent Guarantor	means Biocon Biologics Limited;
Patents Act	means the Patents Act 1970;
Paying Agents	means any other paying agents (together with the Principal Paying Agent);
PCB	means Pollution Control Board;
Petroleum Act	means the Petroleum Act, 1934;
Petroleum Amendment Rules	means the Petroleum Amendment Rules, 2024;
Petroleum Rules	means the Petroleum Rules, 2002;
PLI	means the Production Linked Incentive;
PLI Act	means the Public Liability Insurance Act, 1991;
PLI Rules	means the Public Liability Insurance Rules, 1991;
PRIIPs Regulation	means Regulation (EU) No 1286/2014;
Principal Paying Agent	means Citibank N.A., London Branch as the initial principal paying agent;
professional investors	means "professional investors" as defined in the SFO and any rules made under the SFO;
Prospectus Regulation	means the Regulation (EU) 2017/1129;
Purchase Agreement	means a purchase agreement dated October 2, 2024 by and among the Issuer, the Guarantors and the Initial Purchasers;
QIBs or **Qualified Institutional Buyers**	means qualified institutional buyers within the meaning of Rule 144A under the Securities Act;
QMM	means Quality Management Maturity;
Qualifying Income	means funds from that person's operations through the Singapore permanent establishment, interest, discount income (not including discount income arising from secondary trading), early redemption fee and redemption premium;
Quoted Eurobonds	means the Notes quoted as Eurobonds pursuant to Section 64 of the TCA;

R&D	means research and development;
RBI	means the Reserve Bank of India;
redemption premium	means, in relation to debt securities, qualifying debt securities or qualifying project debt securities, any premium payable by the issuer of the securities on the redemption of the securities upon their maturity or on the early redemption of the securities;
Registrar	means Citibank N.A., London Branch as registrar;
Regulation S	means Regulation S under the Securities Act;
Relevant Notes	means the Notes issued during the period from February 15, 2023, to December 31, 2028;
relevant persons	means persons to whom an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated;
REMS program	means Risk Evaluation and Mitigation Strategies program;
Reserved Matters	means the "Reserved Matters" as stipulated in the Investor Agreements granting certain rights to the Investor Shareholders;
retail investor	means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, 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; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**");
Risk Factors	means Risks Relating to the Notes, the Guarantees and the Collateral;
Rule 144A	means Rule 144A under the Securities Act;
Sanctions	means economic sanctions programs, including those administered by the United Nations, the European Union and the U.S. Department of the Treasury's Office of Foreign Assets Control;
SEC	means the U.S. Securities and Exchange Commission;
Securities	means the Notes together with the Guarantees;
Securities Act	means the U.S. Securities Act of 1933, as amended from time to time;
SFA	means the Securities and Futures Act 2001 of Singapore;
SFC Code	means Paragraph 21 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission;
SFO	means the Securities and Futures Ordinance (Cap. 571) of Hong Kong;

SFRS(I) 9	means Singapore Financial Reporting Standards (International) 9;
SGX-ST	means the Singapore Exchange Securities Trading Limited;
specified licensed entities	means the Initial Purchasers for the issue of the Notes are the following entities holding the relevant licenses (collectively, "**specified licensed entities**"): (a) any bank or merchant bank licensed under the Banking Act 1970 of Singapore; (b) any finance company licensed under the Finance Companies Act 1967 of Singapore; or (c) an entity that holds a Capital Markets Services Licence under the Securities and Futures Act 2001 of Singapore to carry out regulated activities – Advising on Corporate Finance or Dealing in Capital Markets Products – Securities;
Subsidiary Guarantors	means Biocon Biologics UK Limited ("**BUK**"), Biosimilars Newco Limited ("**BNCL**"), Biocon Sdn. Bhd. ("**BSDN**") and Biosimilar Collaborations Ireland Limited ("**BCIL**");
Tax Jurisdiction	means if any such deduction or withholding for, or on account of, any Taxes imposed or levied by or on behalf of any jurisdiction in which the Issuer or any Guarantor is then organized or incorporated, engaged in business or otherwise resident for tax purposes, or any political subdivision thereof or therein or any jurisdiction by or through which payment is made by or on behalf of the Issuer or any Guarantor (including the jurisdiction of any Paying Agent);
TCA	means the Taxes Consolidation Act 1997 of Ireland;
Trademark Amendment Act	means the Trademarks (Amendment) Act, 2010;
Trademarks Act	means the Trademarks Act, 1999;
Transfer Agent	means Citibank N.A., London Branch as transfer agent;
Trustee	means Citicorp International Limited as trustee;
U.S. or **United States**	means the United States of America and its territories and possessions;
U.S. dollars or **U.S.$**	means United States dollars, the legal currency of the United States. References;
U.S. holder	means a beneficial owner of a Note that is, for U.S. federal income tax purposes;
UCPMP or **UCPMP 2024**	means the Uniform Code of Pharmaceutical Marketing Practices, 2024;
UK	means the United Kingdom;
UK PRIIPs Regulation	means the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA;
UK Prospectus Regulation	means Regulation (EU) 2017/1129, as it forms part of domestic law by virtue of the EUWA;

UK MHRA	means the UK Medicines and Healthcare products Regulatory Agency;
US FDA	means the U.S. Food and Drug Administration;
Viatris	means Viatris Inc.;
Viatris Acquisition	means the acquisition of the global biosimilars business of Viatris; and
Water Act	means the Water (Prevention and Control of Pollution) Act, 1974.

INDUSTRY AND MARKET DATA

Unless stated otherwise, industry and market data in this Offering Memorandum has been obtained through internal company research, management estimates and industry and general publications. Management estimates are based on publicly-available information released by third-party sources and data from our internal research and its knowledge of industries and markets, which we believe to be reasonable.

This Offering Memorandum contains information from Frost & Sullivan (India) Private Limited ("**Frost & Sullivan**"), among others. Any industry publications, including an industry report entitled "IMR on Global Biosimilar Market" dated September 20, 2024 (the "**Report**") that we have commissioned from a third-party consultant, that have been referred to in this Offering Memorandum should not be considered part of this Offering Memorandum. The Report presents data, research opinion or viewpoints, and is not a representation of fact. The Report speaks as at its original publication date (and not as at the date of this Offering Memorandum) and the opinions expressed in such industry report are subject to change without notice. Industry publications generally state that the information contained in those publications has been obtained from sources that are believed to be reliable but their accuracy and completeness are not guaranteed and their reliability cannot be assured. While we believe that the industry and market data in this Offering Memorandum are reliable, we have not verified such third party or industry data, nor do we make any representations as to the accuracy of such data. The market data includes projections that are based on a number of assumptions.

The Report has been undertaken through extensive primary and secondary research, which involves discussing the status of the industry with leading market participants and experts, and compiling inputs from publicly available sources, including official publications and research reports. Estimates provided by Frost & Sullivan and its assumptions are based on varying levels of quantitative and qualitative analyses, including industry journals, company reports and information in the public domain.

Frost & Sullivan has prepared the Report in an independent and objective manner, and it has taken all reasonable care to ensure its accuracy and completeness. We believe that this study presents a true and fair view of the industry within the limitations of, among others, secondary statistics and primary research, and it does not purport to be exhaustive. The results that can be or are derived from these findings are based on certain assumptions and parameters/conditions. As such, a blanket, generic use of the derived results or the methodology is not encouraged.

Forecasts, estimates, predictions, and other forward-looking statements contained in the Report are inherently uncertain because of changes in factors underlying their assumptions, or events or combinations of events that cannot be reasonably foreseen. Actual results and future events could differ materially from such forecasts, estimates, predictions, or such statements.

In making any decision regarding the transaction, the recipient should conduct its own investigation and analysis of all facts and information contained in the offering materials of which the Report is a part and the recipient must rely on its own examination and the terms of the offering, as and when discussed. The recipients should not construe any of the contents in the Report as advice relating to business, financial, legal, taxation or investment matters and are advised to consult their own business, financial, legal, taxation, and other advisors concerning

The industry report produced by Frost & Sullivan relies on certain information from IQVIA. The statements, findings, conclusions, views and opinions contained and expressed in the report are not necessarily those of IQVIA or any of IQVIA's affiliated entities. Any analysis independently arrived at by Frost & Sullivan, on the basis of information from various sources. IQVIA does not carry on regulated activity under Section 23 of the FSMA, the Securities Exchange Board of India (Investment Advisers) Regulations, 2013 or the equivalent legislation and accordingly any IQVIA data used in this Offering Memorandum does not amount to "investment

advice" as specified therein. Any IQVIA data used in this Offering Memorandum, in part or in whole, is not intended to constitute financial, investment or tax advice, and is not a recommendation to purchase or not purchase, an endorsement of or an opinion as to the value of, any security or any investment instrument of any entity.

In addition, the extent to which the market data presented in this Offering Memorandum is meaningful depends on the reader's familiarity with and understanding of the methodologies used in compiling such data. There are no standard data-gathering methodologies in the industry in which we conduct our business, and methodologies and assumptions may vary widely among different industry sources. Accordingly, no investment decision should be made solely on the basis of such information.

AVAILABLE INFORMATION

To permit compliance with Rule 144A in connection with resales of the Notes, we will furnish, upon request of a holder of the Notes and a prospective purchaser designated by a holder, the information required to be delivered under Rule 144A(d)(4), if at the time of such request we are neither a reporting company under Section 13 or Section 15(d) of the U.S. Securities Exchange Act of 1934 (the "**Exchange Act**") nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act.

FORWARD-LOOKING STATEMENTS

Certain statements contained in this Offering Memorandum that are not statements of historical fact constitute "forward-looking statements." Investors can generally identify forward-looking statements by terminology such as "aim," "anticipate," "believe," "continue," "could," "estimate," "expect," "forecast," "guideline," "intend," "may," "objective," "plan," "potential," "predict," "project," "pursue," "shall," "should," "target," "will," "would," or other words or phrases of similar import but these are not the exclusive means of identifying these statements.

All statements regarding our expected financial condition, results of operations, cash flow, business plans and prospects are forward-looking statements. These forward-looking statements include statements as to our business strategy, revenue and profitability, growth plans and other matters discussed in this Offering Memorandum that are not historical facts. These forward-looking statements contained in this Offering Memorandum (whether made by us or any third party) are predictions and involve known and unknown risks, uncertainties, assumptions and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. All forward-looking statements are subject to risks, uncertainties and assumptions about us that could cause actual results to differ materially from those contemplated by the relevant forward-looking statement. Important factors that could cause actual results to differ materially from our expectations include:

- changes in global economic, political and social conditions in the countries in which we operate, transact business or have interests;
- our strategies, plans, objectives and goals, and our ability to successfully implement the same;
- actions by regulators and increased regulatory burdens in the countries in which we operate, transact business or have interests;
- the continued success of our business model;
- accidents, natural disasters, the outbreak of diseases and business interruptions occurring in the countries in which we operate, transact business or have interests or globally;

- our ability to successfully compete with other pharmaceutical companies;
- cost overruns or delays in launching our new projects, products or ventures;
- the availability and terms of external financing;
- the availability of resources (including but not limited to, labor, capacities, energy and raw materials);
- our ability to accurately forecast key trends and changes in the North American, European, Indian and wider global market;
- changes in laws, regulations, taxation or accounting standards practices that affect our resources, products and operations;
- changes in exchange controls, import controls or import duties, levies or taxes, in the markets in which we operate, transact business or have interests;
- changes in the value of the U.S. dollar against other major global currencies and other currency changes;
- the ability of third parties to perform in accordance with contractual terms and specifications; and
- acquisitions and divestitures which we may undertake.

Additional factors that could cause actual results, performance or achievements to differ materially include, but are not limited, to those discussed under "*Risk Factors*" and "*Management's Discussion and Analysis of Financial Condition and Results of Operations.*"

The forward-looking statements contained in this Offering Memorandum are based on the beliefs of our management, as well as the assumptions made by and information currently available to our management. Although we believe that the expectations reflected in such forward-looking statements are reasonable at this time, we cannot assure investors that such expectations will prove to be correct. Given these uncertainties, investors are cautioned not to place undue reliance on such forward-looking statements. If any of these risks and uncertainties materialize, or if any of our underlying assumptions prove to be incorrect, our actual results of operations or financial condition could differ materially from those described herein as anticipated, believed, estimated or expected. All subsequent forward-looking statements attributable to us are expressly qualified in their entirety by reference to these cautionary statements. The forward-looking statements speak only as at the date of this Offering Memorandum and neither the Issuer, the Guarantors, the Trustee nor the Agents nor any of their respective representatives, agents, directors, officers, employees, advisors or affiliates assume any responsibility to update or revise any of the forward-looking statements to reflect events or circumstances after the date of this Offering Memorandum.

SERVICE OF PROCESS AND ENFORCEABILITY OF CIVIL LIABILITIES

The Issuer is incorporated under the laws of the United Kingdom while the Indenture is governed by New York law. The Notes will be issued by the Issuer and guaranteed by the initial and any additional Guarantors, which are currently organized or incorporated under the laws of England and Wales, Ireland, Malaysia and India.

In the event of bankruptcy, insolvency or a similar event, proceedings could be initiated in any of these jurisdictions and in the jurisdiction of organization of a future Guarantor. The rights under the Guarantees will thus be subject to the laws of a number of jurisdictions, and it may be difficult to effectively enforce such rights in multiple bankruptcy, insolvency or other similar proceedings. As a result, it may be difficult for Noteholders (as defined herein) to effect service of process on those persons in the United States or to enforce in the United States judgments obtained in New York courts against the Issuer or the Guarantors or those persons who may be liable under the laws of the United States.

Most of our directors, officers and other executives are neither residents nor citizens of the United States. Furthermore, most of our assets are located outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon such persons, us or the Guarantors or to enforce against them, us or the Guarantors, judgments of U.S. courts predicated upon the civil liability provisions of U.S. federal or state securities laws despite the fact that, pursuant to the terms of the Indenture, we and the Guarantors have appointed, or will appoint, an agent for the service of process in New York.

Therefore, a final judgment for the payment of money rendered by any U.S. federal or state court based on civil liability, whether or not based on U.S. federal or state securities laws, may not be recognized in such jurisdictions.

United Kingdom

The United States and United Kingdom currently do not have a treaty providing for the reciprocal recognition and enforcement of judgments (as opposed to arbitration awards) in civil and commercial matters. Consequently, a final judgment for payment rendered by any federal or state court in the United States based on civil liability, whether or not predicated solely upon U.S. federal securities laws, would not automatically be recognized or enforceable in England. In order to enforce any such U.S. judgment in England, proceedings must first be initiated by way of an action on the judgment debt before a court of competent jurisdiction in England. In such an action, the English court would not generally reinvestigate the merits of the original matter decided by the U.S. court (subject to what is stated below) and it would usually be possible to obtain summary judgment on such a claim (assuming that the defense to it has no real prospect of success and there is no other compelling reason for a trial). Recognition and enforcement of a U.S. judgment by an English court in such an action is conditional upon (among other things) the following:

(1) the U.S. court having had jurisdiction over the original proceedings according to English conflicts of laws principles;

(2) the U.S. judgment being final and conclusive on the merits in the sense of being final and unalterable in the court which pronounced it and being for a debt for a definite sum of money;

(3) the U.S. judgment not contravening English public policy or statute;

(4) the U.S. judgment not being for a sum payable in respect of tax, or other charges of a like nature in respect of a penalty or fine;

(5) the U.S. judgment not having been arrived at by doubling, trebling or otherwise multiplying a sum assessed as compensation for the loss or damages sustained and not being otherwise in breach of Section 5 of the Protection of Trading Interests Act 1980;

(6) the U.S. judgment not having been obtained by fraud or in breach of English principles of natural justice or in breach of the principles of the European Convention on Human Rights (to the extent applicable);

(7) judgment is not given in proceedings brought in breach of an agreement for settlement of disputes;

(8) there not having been a prior inconsistent decision of an English court between the same parties; and

(9) the English enforcement proceedings being commenced within the relevant limitation period.

Subject to the foregoing, investors may be able to enforce in England judgments in civil and commercial matters that have been obtained from U.S. federal or state courts. Nevertheless, there can be no assurance that those judgments will be recognized or enforceable in England. In addition, it is questionable whether an English court would accept jurisdiction and impose civil liability if the original action was commenced in England, instead of the United States, and predicated solely upon U.S. federal securities laws.

India

The Company is a public limited company incorporated under the laws of India. All of its key management personnel and half its directors are residents of India, and a majority of the Company's assets are located in India. As a result, it may not be possible for investors to effect service of process on the Company or such persons in jurisdictions outside of India, or to enforce against them judgments obtained in courts outside of India, including those predicated upon civil liabilities of the Company or such directors and key management personnel under laws other than Indian laws, including judgments predicated upon the civil liability provisions of the federal securities laws of the United States or any state or territory within the United States. In addition, India is not a party to any multilateral international treaty in relation to the recognition or enforcement of foreign judgments. The statutory basis for recognition and enforcement of foreign judgments is provided for under Section 13, Section 14 and Section 44A of the Indian Code of Civil Procedure, 1908 (the "**Civil Code**").

Section 44A of the Civil Code provides that, where a foreign judgment has been rendered by a superior court in any country or territory outside India which the Government of India (the "**GoI**") has by notification declared to be a reciprocating territory, it may be enforced in India by proceedings in execution as if the judgment had been rendered by the relevant court in India. However, Section 44A of the Civil Code is applicable only to monetary decrees other than those being in the nature of any amounts payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty and is not applicable to arbitration awards, even if such awards are enforceable as a decree or judgment.

While the United Kingdom, Singapore, Hong Kong and the United Arab Emirates, among others, have been declared by the GoI to be a reciprocating territory for the purposes of Section 44A of the Civil Code and the High Courts in England as relevant superior courts, the United States has not been declared by the GoI to be a reciprocating territory for the purposes of Section 44A of the Civil Code. Furthermore, the execution of foreign decree under Section 44A of the Civil Code is also subject to the exception under Section 13 of the Civil Code, as discussed below. A superior court with reference to any such territory would mean such courts as are specified in the aforesaid notification. Pursuant to GoI notifications, the High Courts in England are also included in the list of relevant superior courts. Accordingly, a judgment of a superior court in the United Kingdom may be enforceable by proceedings in execution, and a judgment not of a superior court, by a fresh suit resulting in a judgment or order. A judgment of a court in a jurisdiction which is not a reciprocating territory, including that of a court in the United States, may be enforced only by a new suit upon the judgment and not by proceedings in execution. Section 13 of the Civil Code provides that a foreign judgment to which this section applies shall be conclusive as to any matter thereby directly adjudicated upon between the same parties or between parties under whom they or any of them claim to litigate under the same title except: (i) where it has not been pronounced by a court of competent jurisdiction; (ii) where it has not been given on the merits of the case; (iii) where it appears on the face of the proceedings to be founded on an incorrect view of international law or a refusal to recognize the law of India in cases where such law is applicable; (iv) where the proceedings in which the judgment was obtained were opposed to natural justice; (v) where it has been obtained by fraud; or (vi) where it sustains a claim founded on a breach of any law in force in India. A foreign judgment which is conclusive under Section 13 of the Civil Code may be enforced either by a fresh suit upon the judgment or by proceedings in execution.

Under the Civil Code, a court in India shall, upon the production of any document purporting to be a certified copy of a foreign judgment, presume that the judgment was pronounced by a court of competent jurisdiction unless the contrary appears on record and such presumption may be displaced by proving want of jurisdiction.

The suit must be brought in India within three years from the date of the judgment in the same manner as any other suit filed to enforce a civil liability in India.

It is unlikely that a court in India would award damages on the same basis as a foreign court if an action were brought in India. Furthermore, it is unlikely that an Indian court would enforce a foreign judgment if it viewed the amount of damages awarded as excessive or inconsistent with Indian practice.

A party seeking to enforce a foreign judgment in India is required to obtain approval from the RBI under the Foreign Exchange Management Act, 1999, to execute such a judgment and repatriate outside India any amount recovered pursuant to execution, and any such amount may be subject to income tax in accordance with applicable laws. Any judgment in a foreign currency would be converted into Indian Rupees on the date of the judgment and not on the date of the payment. The Company is not entitled to immunity based on sovereignty from any legal proceedings in India. It is difficult to predict whether a suit brought in an Indian court will be disposed of in a timely manner or be subject to considerable delay. It is uncertain as to whether an Indian court would enforce foreign judgments that would contravene or violate Indian law.

Malaysia

BSDN is a company incorporated in Malaysia with limited liability under the Companies Act, 1965 of Malaysia and deemed registered under the Companies Act, 2016 of Malaysia, and a substantial amount of its assets are located in Malaysia. In addition, one director of BSDN is a resident of Malaysia. As a result, it may not be possible for investors to effect service of process upon BSDN or such persons outside of Malaysia, or to enforce against them or BSDN court judgments obtained outside of Malaysia.

There is doubt as to the enforceability in Malaysian courts, in original actions or in actions for the enforcement of judgments of United States courts, of civil liabilities predicated upon the federal securities laws of the United States. A judgment obtained against BSDN in a court of a reciprocating country (as listed in the Reciprocal Enforcement of Judgments Act, 1958 (Revised 1972) of Malaysia (the "**Enforcement Act**")), in respect of any sum payable by BSDN, may be recognized and enforced by the courts of Malaysia upon registration of the judgment with the courts of Malaysia under the Enforcement Act within six years after the date of the judgment, or, where there have been proceedings by way of appeal against the judgment, after the date of the last judgment given in those proceedings, so long as the judgment:

- is a judgment to which the Enforcement Act applies or is not registered in contravention of the Enforcement Act;
- is one where its enforcement would not be contrary to public policy in Malaysia;
- was not obtained by fraud or duress or in a manner contrary to natural justice;
- is not directly or indirectly for the payment of taxes or other charges of a like nature or of a fine or other penalty;
- was of a court of competent jurisdiction and the judgment debtor being the defendant in the proceedings in the original court received notice of those proceedings in sufficient time to enable it to defend the proceedings;
- has not been wholly satisfied;
- is final and conclusive between the parties;
- could be enforced by execution in the country of that original court;
- is for a fixed sum;
- is not preceded by a final and conclusive judgment by a court having jurisdiction in that matter; and

- is one under which the rights are vested in the person by whom the application for registration was made.

Under current Malaysian law, any judgment obtained for a fixed sum against BSDN in a court of a foreign jurisdiction with which Malaysia has no arrangement for reciprocal enforcement of judgments, after due service of process, may, at the discretion of the courts of Malaysia, be actionable in the courts of Malaysia by way of a suit on a debt if such judgment is final and conclusive. However, such action may be met with defenses, including, but not limited to, defenses such as those listed above. There is currently no agreement for reciprocal enforcement of judgments between Malaysia and the United States. Accordingly, the Enforcement Act does not apply to judgments obtained in the United States, as the United States is not a reciprocating country under the First Schedule of the Enforcement Act. Accordingly, even if a United States court were to rule in an investor's favor, it may be difficult to enforce such judgments in the state of Johor, Malaysia, the location of most of BSDN's assets. Judgments obtained in a United States court will only be enforced in Malaysia in accordance with common law principles due to the absence of reciprocal arrangements, and fresh proceedings must be instituted by the judgment creditor and upon re-litigation and re-examination of the issues. A money judgment by the courts of a non-reciprocating country may be recognized by Malaysian courts and be enforced by way of summary judgment without re-examination of the issues in dispute, provided that the judgment: (1) is not inconsistent with public policy in Malaysia; (2) was not given or obtained by fraud or duress or in a manner contrary to natural justice; (3) is not directly or indirectly for the payment of taxes or other charges of a like nature or of a fine or other penalty; (4) was of a court of competent jurisdiction of such jurisdiction; (5) has not been wholly satisfied; (6) is final and conclusive between the parties; and (7) is for a fixed sum.

Ireland

BCIL is incorporated in Ireland. As the United States is not a party to a convention with Ireland in respect of the enforcement of judgments, common law rules apply in order to determine whether a judgment of the courts of the State of New York is enforceable in Ireland. A judgment of the courts of the State of New York will be enforced by the courts of Ireland if the following general requirements are met:

- the judgment must be for a definite sum of money;
- the courts of the State of New York must have had jurisdiction in relation to the particular defendant according to Irish conflict of law rules (the submission to jurisdiction by the defendant would satisfy this rule);
- the judgment must be final and conclusive and the decree must be final and unalterable in the court which pronounces it. A judgment can be final and conclusive even if it is subject to appeal or even if an appeal is pending. Where, however, the effect of lodging an appeal under the applicable law is to stay execution of the judgment, it is possible that, in the meantime, the judgment should not be actionable in Ireland. It remains to be determined whether final judgment given in default of appearance is final and conclusive; and
- procedural rules of the courts of the State of New York must have been observed.

However, the Irish courts may refuse to enforce a judgment of the courts of the State of New York, which meets the above requirements, for one of the following reasons:

- if the judgment was obtained by fraud;
- the enforcement of the judgment in Ireland would be contrary to natural or constitutional justice;

- the judgment is contrary to Ireland public policy or involves certain United States laws which will not be enforced in Ireland;
- the judgement is not consistent with an earlier judgment of the Irish courts based on the same cause of action between the same parties;
- the enforcement proceedings are not instituted in Ireland by way of the new action within six years of the date of the judgment; or
- jurisdiction cannot be obtained by the Irish courts over the judgment debtors in the enforcement proceedings by personal service in Ireland or outside Ireland under Order 11 of the Superior Courts Rules.

Pursuant to Article 4 of Council Regulation (EC) No 2271/96 of November 22, 1996, as amended by Commission Delegated Regulation (EU) 2018/1100 (the "**Blocking Statute**"), no judgment of a court or tribunal and no decision of an administrative authority located outside of the European Union giving effect, directly or indirectly, to the laws specified in the annex to the Blocking Statute or to actions based thereon will be recognized or be enforceable in any manner by the courts of Ireland.

SUMMARY

This summary highlights information contained elsewhere in this Offering Memorandum and does not contain all of the information that you should consider before investing in the Notes. You should read this entire document, including "*Risk Factors*" and the financial statements and related notes included elsewhere in this Offering Memorandum, before making an investment decision. This Offering Memorandum includes forward-looking statements that involve risks and uncertainties. See "*Forward-Looking Statements.*"

Overview

We are a fully vertically integrated global biosimilars player with a demonstrated track record of success across the entire value chain from research and development ("**R&D**") to the manufacturing and commercialization of biosimilars globally. We aim to transform healthcare by enabling equitable access to high-quality, lifesaving biosimilars for patients worldwide As a frontrunner and early entrant in the global biosimilars space we have achieved several "firsts" and have invested over U.S.$1 billion in research and development and approximately U.S.$900 million in building state-of-the-art, global scale manufacturing facilities since the inception of the biosimilars business in Biocon Limited. We have one of the most extensive and diversified global biosimilars portfolio of 20 products that straddles both insulins and Monoclonal Antibodies ("**mAbs**") for the global market. While our focus has been on the diabetes, immunology, and oncology therapeutic areas, we are expanding our offering to include products in ophthalmology and bone health. Our business footprint spans over 120 countries, and we have been able to garner significant market shares in several key geographies such as the U.S. with several of our products having revenues of over U.S.$100 million with substantial potential for further growth.

Biocon Limited, the parent entity of Biocon Biologics Limited, is publicly listed on the National Stock Exchange of India and the Bombay Stock Exchange Limited ("**BSE**") and has a market cap of approximately U.S.$5.2 billion as of June 30, 2024. It houses the generics formulation and APIs business, and has incubated several businesses, including Biocon Biologics Limited, its biosimilars arm, and Syngene International Limited, a contract research, development and manufacturing organization that provides integrated discovery, development and manufacturing services to over 400 clients worldwide, including 14 of the top 20 pharmaceutical companies.[1] Syngene International Limited is listed on the NSE and BSE Indian stock exchanges. As of Fiscal Year 2024, Biocon Biologics Limited represents the largest share of the parent company's revenues at 60% of total revenues.

We entered the biosimilars business (as Biocon Limited) in the early 2000s with strong R&D capabilities and have achieved numerous global first-to-market milestones in the biosimilar space. In 2004, we launched and commercialized bHuman Insulin using our patented, award-winning Pichia pastoris platform. In 2014, we launched the world's first biosimilar bTrastuzumab in India, and in 2016, we were the first company from India to have a biosimilar approved in Japan, namely, the biosimilar Insulin Glargine. We were the first company globally to get approval from the US FDA for bTrastuzumab in 2017, for bPegfilgrastim in 2018, for interchangeable bGlargine in 2021 and for interchangeable bAflibercept in 2024.

Biocon Biologics Limited was incorporated as "Biocon Biologics India Limited" on June 8, 2016. Subsequently, the name of the Company was changed to "Biocon Biologics Limited." In 2019, the biosimilars business of Biocon Limited was transferred to Biocon Biologics Limited, with its own governance and dedicated leadership team. In Fiscal Year 2024, Biocon Biologics Limited contributed to approximately 60% of Biocon Limited's total revenue. As of June 30, 2024, Biocon Limited held an 88.70% equity stake in Biocon Biologics Limited. For more details, please refer to the "*Principal Shareholders*" section.

[1] Rankings as of FY24

We have a long history of collaboration with strategic partners to build and leverage complementary capabilities, share costs and de-risk investments. Our most significant and enduring partnership was with Viatris Inc. ("**Viatris**") (which was formed through the integration of Mylan Inc. and Upjohn Inc. in November 2020), a relationship which began in 2009 when we collaborated for the development, manufacturing, and commercialization of biosimilar mAbs. This was then expanded to insulin analogs in 2013. The Viatris collaboration was a cost-share and profit-share model where we participated in approximately one-third of the economics in the U.S., Canada, United Kingdom, Europe, Japan, Australia, and New Zealand ("**Advanced Markets**") where Viatris had exclusive commercial rights and approximately half of the economics in over 80 other markets, outside the Advanced Markets ("**Emerging Markets**") where we shared commercial rights. The partnership brought together complementary capabilities, combining Biocon Biologics Limited's global R&D and manufacturing capabilities with Viatris' global regulatory and commercialization capabilities. In November 2022, we accelerated our self-commercialization aspirations by acquiring the biosimilars business of Viatris to create a vertically integrated biosimilar player with end-to-end capabilities. After the completion of the Viatris Acquisition, we recognized the combined revenue, costs and associated profits from the Viatris business in both Advanced Markets, such as the U.S. and Europe, as well as Emerging Markets, a step-up from the existing profit share arrangement.

This was an inflection point in our history and enabled us to become a leading global biosimilars company. The integration of Viatris was accelerated by one year and was completed in December 2023. As we transitioned the business globally, we also on-boarded an experienced global leadership team and built new organizational capabilities from the ground up across several important pillars such as policies, processes, digital infrastructure, compliance and governance in key geographies, leveraging our global network of partners and distributors to commercialize our products globally.

Following the Viatris Acquisition, we have eight commercialized biosimilar assets around the world. We are in over 120 countries, including a direct business presence in key geographies: (a) 21 self-led markets in the Advanced Markets located across North America and Europe, and (b) eight self-led Emerging Markets (i.e. Morocco, the Philippines, UAE, Thailand, Brazil, Saudi Arabia, Malaysia and South Africa).

The increasing global disease burden and demographic shift towards an aging population are among the key drivers of growth in the pharmaceutical market. The percentage of the global population over 60 is expected to nearly double from 12% to 22% by 2050, reaching around two billion[2]. This is expected to increase the prevalence of chronic diseases and age-related conditions and drive demand for drugs targeting conditions like hypertension, diabetes, osteoporosis and neurodegenerative diseases.

The aging population is not the only demographic experiencing a rise in chronic diseases: younger populations are also increasingly affected due to lifestyle changes. Globally, one in three adults suffers from multiple chronic conditions. The cost of chronic disease worldwide is estimated to reach U.S.$47 trillion by 2030. Diabetes is one such chronic disease, which affects 422 million people worldwide and results in two million deaths annually.[3] The number of diabetics is expected to rise to 643 million by 2030 and 783 million by 2045.[4] Cancer is another such disease and has one of the one of the highest burdens with 20 million new cases in 2022.[5] Moreover, about one in five people are expected to develop cancer in their lifetime.[6] Management of these diseases often requires lifelong pharmaceutical treatment, further driving market growth.

[2] United Nations: World Population Ageing

[3] WHO: Diabetes 2024

[4] International Diabetes Federation

[5] NIH: The Global Burden of Multiple Chronic Conditions

[6] WHO

The biosimilars market is expected to grow rapidly given favorable market drivers such as abundance of biologics reaching loss of exclusivity, increasing disease incidence and prevalence and encouraging regulatory developments to alleviate increasing financial burden from public healthcare spending. Our strong end-to-end capabilities and exclusive focus on biosimilars which are high-quality and affordable alternatives to expensive originator biologic drugs makes us well placed to take advantage of the unfolding biosimilars opportunity.

The following table sets out the key metrics of our business in Fiscal Years 2022, 2023 and 2024 and the three months ended June 30, 2023 and 2024.

	Fiscal Year ended March 31,			Three Months ended June 30,	
	2022	**2023**	**2024**	**2023**	**2024**
	Amount (in ₹ millions)				
Revenue from operations	34,643	55,838	88,242	20,148	20,834
Contribution margin	24,606	39,810	60,921	13,345	14,149
Contribution margin %	71%	71%	69%	66%	68%
R&D expense	3,100	8,890	9,110	2,590	1,660
EBITDA	10,129	13,381	21,896	4,578	4,740
EBITDA %	29%	24%	25%	23%	23%
Total Assets	96,951	401,648	431,092	407,796	432,831

Competitive Strengths

Comprehensive portfolio of biosimilars creating well-diversified revenue streams

We have a comprehensive portfolio of 20 biosimilars, with applications across multiple therapy areas, including oncology, diabetes, immunology, ophthalmology and bone health. The portfolio includes biosimilars of several global novel blockbuster originators which have achieved over U.S.$1 billion in sales annually. Eight of the biosimilars in our portfolio, including insulins and mAbs, have been commercialized globally, benefiting

Therapy Area	Oncology	Immunology	Ophthalmology	Bone Health	Diabetes	Others
Commercial	• Pegfilgrastim • Trastuzumab • Bevacizumab	• Adalimumab • Etanercept			• rh-Insulin • Glargine U100 • Aspart	
Approved			• Aflibercept			
Late Stage[1]	• Denosumab • Pertuzumab	• Ustekinumab		• Denosumab		
Early Stage[2]	2 undisclosed assets	3 undisclosed assets			• Glargine U300 • 1 Undisclosed	1 undisclosed asset

approximately 5.5 million patients annually around the world. We were among the top five insulin glargine and rh-Insulin players by volume globally by volume in the first quarter of calendar year 2024. [7]

Notes:

(1) *Clinical to BLA Review*

(2) *Pre-clinical*

Our top commercial products are as follows:

- **bAdalimumab:** This monoclonal antibody is used to treat, among other things, rheumatoid arthritis, Crohn's disease and ulcerative colitis. We launched bAdalimumab in 2018 in Europe, and it is currently approved in 62 countries. Our bAdalimumab franchise remains strong with a market share of 6% in Europe, Japan, Australia and New Zealand for the three months ended March 31, 2024[8] and have seen significantly higher offtake in some markets such as Germany and France.

- **bPegfilgrastim:** bPegfilgrastim is used to reduce the incidence of infection in patients receiving cancer treatment. We launched bPegfilgrastim in 2018 in the U.S., and it is currently approved in 79 countries. Our bPegfilgrastim market share increased from approximately 16% in the Calendar Year 2023 to approximately 21% during the three months ended March 31, 2024 in the U.S..[9]

- **bTrastuzumab:** This is a targeted therapy for treatment of breast and gastric cancer. We launched bTrastuzumab in 2014 in India as the world's first bTrastuzumab and it is currently approved in 110 countries. Market share for Ogivri, our bTrastuzumab, increased from approximately 11% in the Calendar Year 2023 to approximately 15% during the three months ended March 31, 2024 in the U.S..[10]

- **Insulin bGlargine:** Insulin bGlargine is used to help control high blood sugar in patients with type 1 and type 2 diabetes. We launched insulin bGlargine in 2009 in India and in 2021 it was the first interchangeable product approved by the US FDA. The product is currently approved in 104 countries. Semglee, our branded insulin bGlargine, and our unbranded insulin bGlargine product, saw their market share increase from approximately 12% in the Calendar Year 2023 to approximately 13% during the three months ended March 31, 2024 in the U.S.. This excludes a large closed-door network that is not captured in IQVIA but represents another 3% in market share in the U.S..[11]

	Oncology			Immunology		Diabetes			Ophthalmology
	Commercialized								Approved
Products	**bPegfilgrastim**	**bTrastuzumab**	**bBevacizumab**	**bAdalimumab**	**bEtanercept**	**Glargine Insulin**	**Rh-Insulin**	**Aspart Insulin**	**bAflibercept**
Originator peak sales (USDbn) [1]	4.7	7.1	7.1	21.2	6.0	6.9	1.4	3.1	9.6
Market share in Q1 CY 2024 in advanced markets [2]	U.S.: 21% Europe + JANZ: 5%	U.S.: 15% Europe + JANZ: 5%	U.S.: -- Europe + JANZ: 3%	U.S.: <1% Europe + JANZ: 6%	/	U.S.: 13% Europe + JANZ: 3%	/	/	/
Addressable market size in the US [1] (U.S.$ Billion)	1.2	0.8	1.5	12.3	3.7	0.9	0.9	0.7	5.6

Notes:

[7] *Source: Frost & Sullivan analysis using data from IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023.*

[8] *Source: Frost & Sullivan analysis using data from IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023.*

[9] *Source: Frost & Sullivan analysis using data from IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023.*

[10] *Source: Frost & Sullivan analysis using data from IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023.*

[11] *Source: Frost & Sullivan analysis using data from IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023.*

(1) Source: public disclosures and Biocon Biologics Limited research.

(2) Source: *Source: Frost & Sullivan analysis using data from IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023.*

As an early entrant in the biosimilars industry, we enjoy an advantage over our competitors due to the expertise and R&D required for this industry and the manufacturing investments required to develop and secure approval for a biosimilars company. We are one of the few companies in this industry with laboratory to market capabilities and the unique combination of both in-house developed mAbs and insulins.

Molecule/ Company	Biocon Biologics	Sandoz	Pfizer	Amgen	Samsung Biologics	Celltrion	Alvotech	Organon
Trastuzumab	✓	✓	✓	✓	✓	✓		✓
Bevacizumab	✓	✓	✓	✓	✓	✓		✓
Pegfilgrastim	✓	✓	✓					
Pertuzumab	✓							✓
Filgrastim		✓	✓					
Rituximab		✓	✓	✓		✓		
Adalimumab	✓	✓	✓	✓	✓	✓	✓	✓
Etanercept	✓	✓			✓			✓
Infliximab		✓	✓	✓	✓	✓		✓
Ustekinumab	✓	✓		✓	✓	✓	✓	
Ranibizumab		✓			✓			
Aflibercept	✓	✓		✓	✓	✓	✓	
Denosumab	✓	✓			✓	✓	✓	✓

Sources: Public disclosures, Biocon Biologics Limited research.

Strong pipeline assets in strategically focused therapeutic areas

We are strategically focused on therapeutic areas such as oncology, immunology and diabetes that have substantial commercial opportunities for biosimilars. These capabilities and focus have seen us successfully commercialize eight biosimilars, and as at June 30, 2024, we have a pipeline of four late-stage and eight early-stage products. In particular, we have made significant progress in Fiscal Year 2024 for the following products:

- **bUstekinumab:** This is an IL-12/23 inhibitor used to treat psoriasis, psoriatic arthritis, Crohn's disease and ulcerative colitis. The US FDA has accepted our Biologics License Application for review under the 351(k) pathway. We have signed a settlement and license agreement with Janssen Biotech Inc. and Johnson & Johnson that clears the way to commercialize the product in the U.S. no later than February 22, 2025, subject to US FDA approval. This positions us to be amongst the first wave of entrants in the U.S. We have also filed for approval in the EU, Canada and Japan. Peak sales of the originator product, Johnson & Johnson's Stelara, reached approximately U.S.$11 billion in Calendar Year 2023.

- **bDenosumab:** This is a RANKL inhibitor used to treat osteoporosis and for the prevention of skeletal-related events of multiple myeloma and bone metastases from solid tumors. As at the date of this Offering Memorandum, our clinical trials have successfully met the primary end points and we are on track to submit regulatory filings before the end of, 2024. Peak sales of the originator products, Amgen's Prolia and Xgeva, reached approximately U.S.$7 billion in Calendar Year 2023.

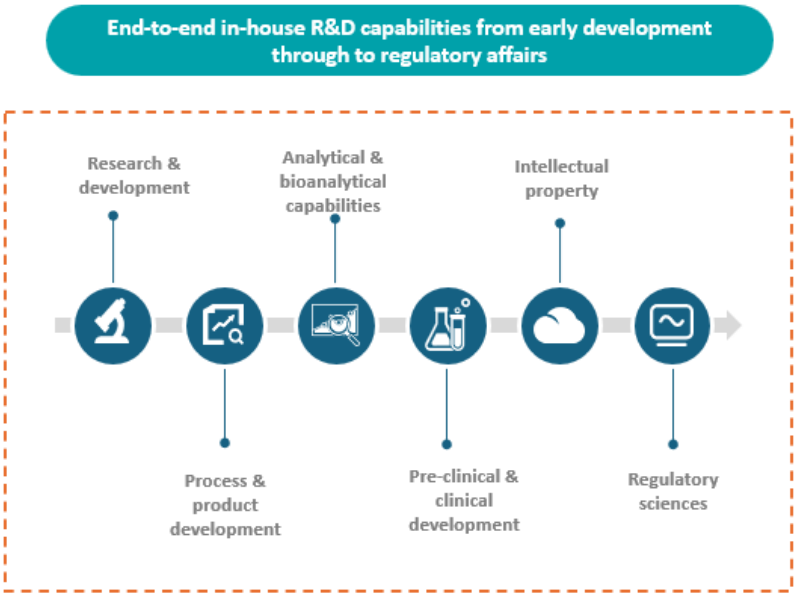
- **bAflibercept:** This is a VEGF inhibitor used for the treatment of, among other things, age-related macular degeneration. We have received approvals from several key regulators including the US FDA, the UK MHRA, the EMA, and provisional approval from Health Canada. Our product was the first interchangeable product to be approved in the U.S. and hence qualifies for an exclusivity period of 12 months. Peak sales of the originator product, Regeneron and Bayer's Eylea, reached approximately U.S.$10 billion in Calendar Year 2023. We plan to commercialize the product across different countries either through a self-led model or through partners or with a combination of both.

- **bPertuzumab:** This is an HER2 inhibitor used to treat metastatic and early breast cancers. Global Phase III clinical trials have commenced. Peak sales of the originator product, Roche's Perjeta, reached approximately U.S.$4 billion in Calendar Year 2023.

We also expect to launch three new products globally over the next two years, namely, bUstekinumab, bDenosumab and bAfilbercept, all of which will further strengthen our commercial portfolio offering and drive growth. We also intend to launch our bAspart and bBevacizumab in the U.S. during this time period.

Proven potent R&D capabilities backed by cutting-edge science and technology

We have strong end-to-end in-house R&D, clinical and regulatory capabilities allowing us to continue to build on our cutting-edge science and technology across process and product development, analytical capabilities, pre-clinical and clinical development, intellectual property and regulatory sciences. We have invested extensively in biosimilars R&D, including our two research facilities in Bangalore and Chennai and a diverse global talent pool, including approximately 400 scientists. We have achieved several firsts in the global biosimilars space, for example, we were the first company to receive bTrastuzumab, bPegfilgrastim, interchangeable bAflibercept and interchangeable bGlargine approvals in the U.S. We were also the first company to develop rh-insulin on a proprietary Pichia pastoris platform. For more information on our patents in relation to our portfolio and R&D capabilities, see "*Our Business—Intellectual Property Rights.*"



We are one of the leading biosimilar companies in terms of R&D investment. We have invested over U.S.$1 billion in biosimilar research and continue to invest significantly in our R&D capabilities to ensure a strong pipeline of candidate products, especially in strategically focused therapeutic areas, including oncology, immunology and diabetes and across multiple platforms. In Fiscal Year 2024, R&D expenditure was ₹9,110

million (U.S.$109 million) to progress our pipeline and enhance expertise, which was approximately 10% of our total revenues, and we plan to continue our R&D investments going forward. Furthermore, we also hold over 300 active patents as of the date of this Offering Memorandum, including process patents.

State-of-the-art manufacturing facilities with the highest quality standards

The pharmaceutical industry is highly regulated and pharmaceutical manufacturers are required to comply with cGMPs and applicable regulatory requirements. Our three manufacturing sites in India and Malaysia (each of which has multiple facilities) undergo periodic inspections from various regulatory agencies including the US FDA, the EMA and the UK MHRA. International regulatory agencies conducted 15 health authority inspections of our facilities between April 2023 and March 2024 (these were under the category of pre-approval and routine surveillance inspections related to GMPs, to confirm state of compliance), and we currently hold over 80 cGMP approvals from such agencies. Several agencies, including the EMA, granted GMP approvals to our facilities in Bangalore and Malaysia.

Our three manufacturing sites have a total combined capacity of approximately over 300,000 litres in drug substance, including Pichia pastoris and mammalian cell-line platforms and both stainless steel and single use technology. We also have over 100 million units of drug product capacity, across vials, cartridges, re-usable and disposable pens and pre-filled syringes. Within each of these three sites, there are multiple units and facilities supporting quality control and warehouse infrastructure.

We constantly invest in state-of-the-art technologies to meet the most stringent quality standards and as at June 30, 2024, we have invested approximately U.S.$900 million in our facilities, and we have over 80 current Good Manufacturing Practice ("**cGMP**") certifications from over 25 international regulatory agencies, including the US FDA, Health Canada and the EMA. Our mAbs manufacturing facility in Bangalore is the largest biologics facility in India and also received the Facility of the Year award by the International Society for Pharmaceutical Engineering in 2021.

Our Malaysia facility is one of Asia's largest integrated insulin facilities that manufactures drug substances and drug products in vials, cartridges and insulin delivery devices. It is also the first and only biopharmaceutical sterile injectable facility in Malaysia to receive both US FDA and EMA approvals. We have also made considerable progress in Fiscal Year 2024 on the Phase II expansion of the facility for insulin and insulin analogs, which is expected to double our capacity for both drug substances and drug products once completed. The expanded facility will play a key role in servicing the increased demand we are seeing for our insulins portfolio globally, especially in light of several competitors prioritizing GLP-1RAs.

We also maintain a network of distributed contract manufacturing organizations to expand our manufacturing capacity, provide greater supply flexibility and to ensure that we are not dependent on any specific site geographically. This new "asset-light" approach is a departure from our previous approach of building new greenfield facilities.

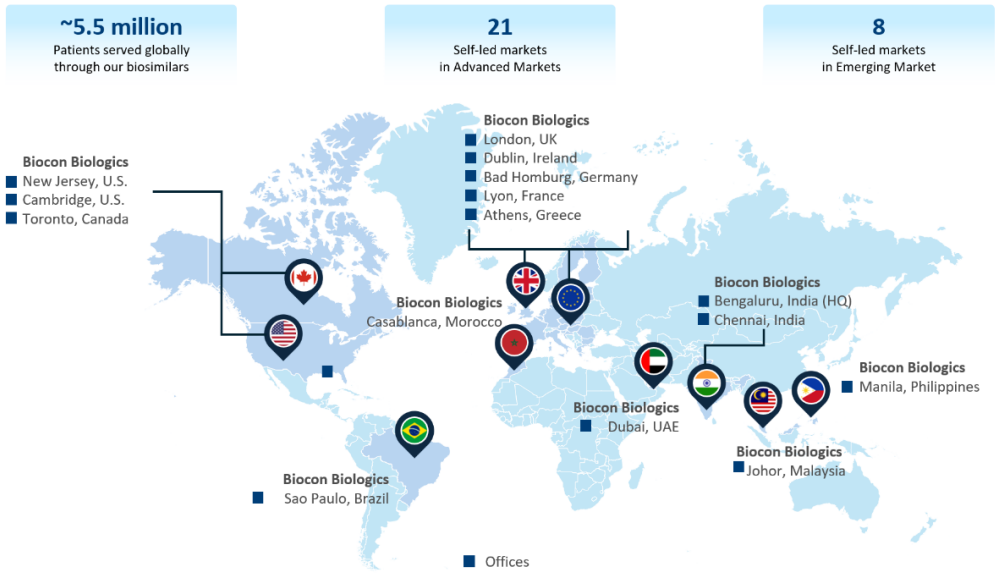
Global commercial presence developed via strong in-house team and reputable partnerships

We have a robust global commercial presence developed through a strong in-house team and reputable partnerships. We are present in more than 120 countries, and in the Advanced Markets such as the U.S. and other countries in Europe, we have a team of over 300 skilled employees driving our growth and market penetration. 21 of these markets are self-led and 16 are partnered markets. We have over 80 countries in our Emerging Markets, of which eight are self-led and over 75 are partnered markets. In some of these countries we also operate through a combination of both, that is, through our own sales and marketing team and through partners for the distribution of our products.

We strategically tailor our approach to align with the unique characteristics of each market. For instance, in the United States, we have established commercialization capabilities in both the Part B (medical benefit) and Part

D (pharmacy benefit) segments. The Part B segment refers to drugs administered by a healthcare provider in a hospital, clinic or infusion center, and would include our bPegfilgrastim and bTrastuzumab. The Part D segment refers to drugs dispensed at the pharmacy and self-administered by patients, and would include our bGlargine and bAdalimumab.

Each segment has different key stakeholders and we have developed a customized strategy which has translated to double-digit market shares in the U.S. This strategic adaptability underscores our commitment to sustaining competitive advantage across diverse global markets.



Diversified revenue base with strong financial track record

Our business spans multiple geographies and products, giving us a robust, diversified revenue base. Our portfolio of biosimilar drugs caters to a wide range of therapeutic areas, including oncology, immunology and diabetes. Our geographic footprint covers over 120 countries, including key markets such as the United States, Europe and emerging economies. This reduces our dependency on any single market or product, and such strategic diversification ensures stability in our revenue streams and mitigates risk from market-specific fluctuations.

Complementing our extensive portfolio, we enjoy high margins, indicative of our operational efficiency. Our EBITDA % for the financial years ended March 31, 2022, 2023 and 2024 were 29%, 24% and 25%, respectively. Additionally, since July 2020 until the date of this Offering Memorandum, we have maintained good domestic credit ratings of AA+ from both CRISIL Ratings and ICRA (a Moody's affiliate), reflecting our financial discipline and prudent debt management. Our high margins, credible investors and strong credit ratings evidence our solid financial standing and capacity for sustained growth.

Experienced leadership team with robust execution capabilities and in-depth industry knowledge

Our management team has a wealth of industry experience and multidisciplinary knowledge and is fully committed to the growth and continued success of our business. Our Board of Directors (the "**Board**") comprises 10 individuals with a mix of business and academic experience. 50% of the Board are independent and 20% are women, including our Executive Chairperson and founder, Ms Kiran Mazumdar-Shaw.

Ms Mazumdar-Shaw is a pioneer of the biotechnology industry in India and is ranked among the "World's 25 Most Influential People in Biopharma" by Fierce Biotech and Forbes magazine's "World's 100 Most Powerful Women." She holds key positions in various industry, educational, government and professional bodies at both

national and international levels. She is a member of the high-level expert committee constituted by the Department of Biotechnology, which reviews the autonomous organizations under the administrative control of the department. She is also a member of the National Academy of Engineering and has been elected as a full-term member of The MIT Corporation, U.S.

Ms Mazumdar-Shaw is the proud recipient of two of India's highest civilian honors, the Padma Shri (1989) and the Padma Bhushan (2005). She was honored with the Order of Australia, Australia's highest civilian honor, in January 2020. In 2016, she was conferred with the highest French distinction, Knight of the Legion of Honour. She also serves as the Honorary Consul General of Ireland in Bengaluru.

Our Chief Executive Officer ("**CEO**"), Mr Shreehas Pradeep Tambe, assumed the role in December 2022. He has a strong track record of business success, deep technical and operational expertise, and proven leadership capabilities. Mr Tambe joined our Group in 1997 and has held diverse leadership and operational roles across the value chain, including in R&D, operations and capital projects. Over the past 27 years, he has helped build and shape the Group's business and spearheaded the Group's strategic capital investments including its first overseas facility in Malaysia – one of Asia's largest integrated insulins facilities. Mr Tambe holds 61 patents across five patent families spanning regions such as the U.S., Europe, Canada and Japan, including one for Plafractor – the first for our Group.

Our Executive Chairperson and CEO are supported by a strong management team with global in-market expertise, with Mr Kedar Upadhye as the Chief Financial Officer, Ms Rhonda Duffy as the Chief Operating Officer, Mr Matthew Erick as Chief Commercial Officer – Advanced Markets, Mr Susheel Umesh as Chief Commercial Officer – Emerging Markets, and Dr Sandeep Athalye as Chief Development Officer. For more information, please refer to the "*Directors and Senior Management*" section.

Robust capital structure with diversified investors and creditors

Our strong financial profile is further bolstered by a robust capital structure with diversified investors and creditors. We have a balanced mix of debt and equity and nurture deep and diverse relationships across a spectrum of international and domestic financial institutions.

Our diversified bank lender base includes domestic banks, such as Federal Bank and ICICI Bank, as well as international banks like HSBC and Standard Chartered Bank. We have also received significant investment from marquee investors including Goldman Sachs and Tata Capital, among others.

Business Strategies

Continue to strengthen leadership positions in the global biosimilars industry

We will continue to target key therapeutics with significant market opportunities and aim to be the first-to-launch in key geographies and molecules, allowing us to gain a leading market position. Our strategy includes reducing the cost of development and time-to-market by accelerating the clinical trials of current late-stage drug candidates through optimizing trial design and duration and leveraging analytics and new technologies to accelerate pre-clinical candidates.

Leverage vertically integrated platform to drive efficiencies

Given we now have full control of the value chain from lab-to-market, we intend to leverage economies of scale especially when it comes to integrated manufacturing operations and enabling infrastructure and functions (e.g. Finance, HR etc.). We will continue to develop and in-license a portfolio of life-saving molecules and advanced modalities, including by way of development collaboration, both within the Group and with other global biopharmaceutical companies that we can commercialize through our existing commercial infrastructure.

Managing a global end-to-end supply chain will allow us to maintain agility reduce dependencies, mitigate risks, lead to faster market access and drive savings.

Expand into Adjacent Therapy Areas

To fully leverage our robust capabilities, we seek to expand into adjacent therapy areas. This expansion will enable us to capitalize on new market opportunities, spread risk across a broader portfolio, and tap into our existing infrastructure and customer relationships. By entering complementary therapeutic fields, we can drive further growth and establish a strong market presence across multiple sectors.

Augment Commercial Presence to Drive Growth

To further consolidate our end-to-end, fully integrated capabilities, we will first hire and retain top talent across both commercial and enabling functions. In addition, we will expand our sales infrastructure, enter new geographies, and forge global commercial partnerships to strengthen our commercial capabilities in key geographies. To support this sales footprint and bring our products closer to customers and patients, we aim to develop a truly global supply chain with resources and external contract manufacturing facilities across developed and emerging markets. This will also allow us to minimize potential disruptions from geopolitical risks.

Adopt new technologies and digital transformation to enhance operational efficiency

We are embracing digital tools and algorithms to drive insights and make decisions such as optimal inventory management, logistic routing, customer relationship management and global distribution more efficient. We intend to implement “digital twins” in our manufacturing sites to predict batch success, reduce raw material wastage thereby driving cost savings. We are implementing similar initiatives across the business value chain through various digital transformation initiatives that aim to enhance operational efficiency and drive cost savings.

Recent developments

New Facility

On September 23, 2024, we signed a commitment letter appending the heads of terms in relation to a new facility of up to U.S.$500 million (the "**New Facility**") with The Hongkong and Shanghai Banking Corporation Limited and Mizuho Bank, Ltd. BNCL is the borrower under the New Facility and it would be guaranteed by the Issuer, the Parent Guarantor, BCIL, BUK and BSDN. The New Facility would be secured by a pledge over 100% of the shares of BSDN and a charge over the movable fixed assets of BSDN, as well as a charge over the movable fixed assets of the Parent Guarantor if certain conditions are not met.

Under the terms of the New Facility, the Group is required to ensure that the aggregate amount of the New Facility and the Notes does not exceed U.S.$1.12 billion and that the aggregate amount of gross Group debt does not exceed U.S.$1.7 billion. The New Facility is provided for a term of 5 years unless the Notes matures prior (with an average life of approximately 4.04 years) and at a base margin of 1.75% p.a.. The Group is also required to comply with the leverage ratio, the fixed charge cover ratio and the requirement to maintain gearing of 1.25x at the Parent Guarantor level.

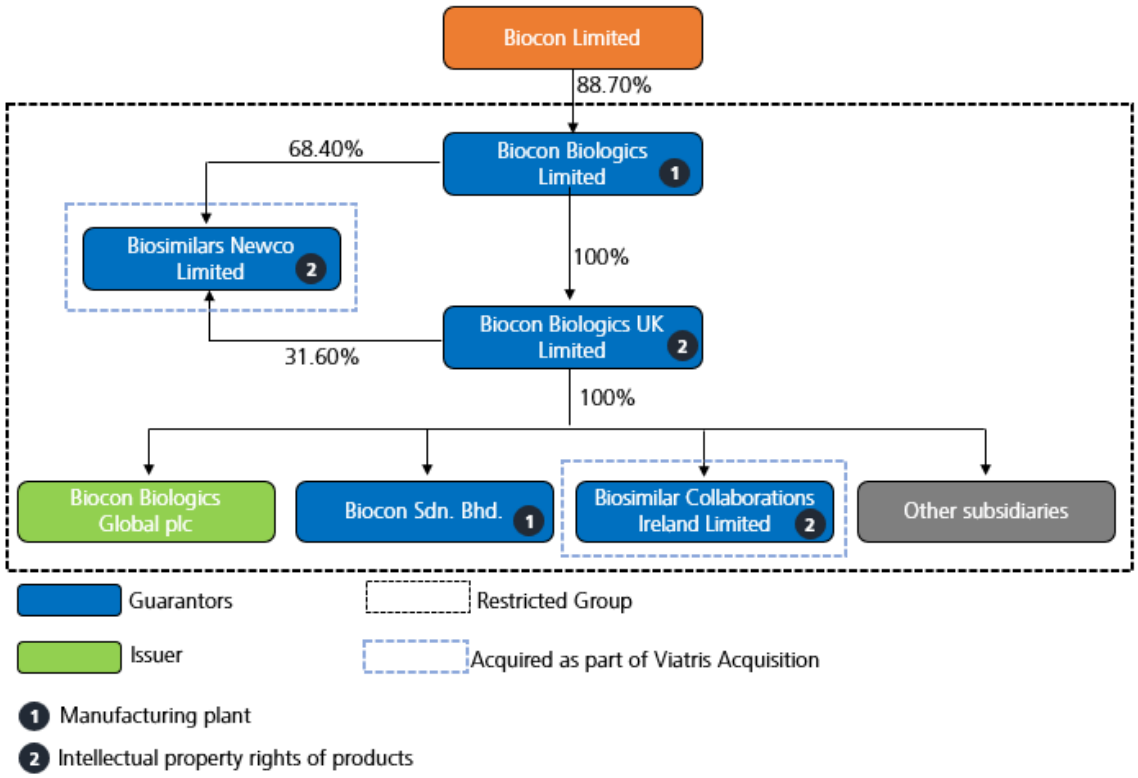
As of the date of this Offering Memorandum, the Facility Agreement has not been signed. The Group intends to drawdown on the New Facility on or prior to April 15, 2025, to refinance existing indebtedness (including the BBL Credit Facility Agreement), finance or refinance capital expenditure under the Parent Guarantor’s Malaysia facility and for other general corporate purposes.

Preliminary Credit Rating of the Parent Guarantor

S&P Global Ratings has assigned its preliminary 'BB' long-term issuer credit rating to the Parent Guarantor. The preliminary rating on the Parent Guarantor is subject to the issuance of the Notes and the creation of Collateral, and the drawdown under the New Facility. Fitch Inc. has assigned a BB- Issuer Default Rating to the Parent Guarantor.

Organizational Structure

The table below sets out our organizational structure and the material assets held by each entity as of the date of this Offering Memorandum.



SUMMARY FINANCIAL AND OTHER DATA

Unless otherwise stated or the context requires otherwise, the financial information as of and for Fiscal Years 2022, 2023 and 2024 appearing in this Offering Memorandum is derived from the financial information appearing in the Audited Financial Statements, and the financial information as of June 30, 2024 and for the three months ended June 30, 2023 and 2024 appearing in this Offering Memorandum is derived from the financial information appearing in the Interim Financial Statements. The Group's Consolidated Financial Statements have been prepared in accordance with Ind AS.

The selected financial information presented below should be read in conjunction with the financial statements and the notes related thereto included elsewhere in this Offering Memorandum and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Ind AS differs in certain respects from IFRS and U.S. GAAP and other accounting principles with which prospective investors may be familiar. For a discussion of certain significant differences between Ind AS and IFRS, see "Description of Certain Differences Between Ind AS and IFRS."

Consolidated Summary of Statement of Profit and Loss

	Fiscal Year ended March 31,			Three Months ended June 30,	
	2022	**2023**	**2024**	**2023**	**2024**
			(in ₹ millions)		
INCOME					
Revenue from operations	34,643	55,838	88,242	20,148	20,834
Other income	104	120	1,764	448	11,119
Total income	**34,747**	**55,958**	**90,006**	**20,596**	**31,953**
EXPENSES					
Cost of raw materials and packing materials consumed	9,547	11,098	18,208	4,782	2,997
Purchases of traded goods	1,467	6,240	16,101	2,432	4,083
Changes in inventories of finished goods, traded goods and work-in-progress	(977)	(1,310)	(6,988)	(411)	(395)
Employee benefit expense	7,169	8,488	12,702	2,469	3,903
Finance costs	668	2,969	8,637	2,053	1,991
Depreciation and amortization expense	4,029	6,382	10,302	2,281	2,675
Other expenses	12,176	21,956	28,824	6,791	6,348
	34,079	**55,823**	**87,786**	**20,397**	**21,602**
Less: Recovery of cost from co-development partners (net)	(4,764)	(3,895)	(737)	(45)	(296)
Total expenses	**29,315**	**51,928**	**87,049**	**20,352**	**21,306**
Profit before tax and exceptional items	**5,432**	**4,030**	**2,957**	**244**	**10,647**
Exceptional items	(804)	(2,844)	166	—	—
Profit before tax	**4,628**	**1,186**	**3,123**	**244**	**10,647**

	Fiscal Year ended March 31,			Three Months ended June 30,	
	2022	**2023**	**2024**	**2023**	**2024**
			(in ₹ millions)		
Tax expenses/(credit)					
Current tax	931	832	1,733	68	2,037
Deferred tax (credit) / charge					
MAT (credit) / charge	(97)	32	(750)	—	132
Other deferred tax (credit) / charge	(31)	(1,013)	(42)	(48)	457
Total tax expenses/(credit)	**803**	**(149)**	**941**	**20**	**2,626**
Profit for the year/period	**3,825**	**1,335**	**2,182**	**224**	**8,021**

Consolidated Summary of Balance Sheet

	As at March 31,			As at June 30,
	2022	**2023**	**2024**	**2024**
		(in ₹ millions)		
Assets				
Non-current assets				
Property, plant and equipment, Capital work-in-progress and Right-of-use assets	49,863	53,150	57,422	57,725
Other intangible assets (including intangible assets under development)	11,670	103,958	101,483	100,866
Goodwill	—	161,098	163,460	163,519
Financial assets	124	9,207	1,133	1,381
Income tax assets (net)	766	818	574	686
Deferred tax assets (net)	1,095	1,807	2,568	1,861
Other non-current assets	1,533	2,351	3,529	3,638
Total non-current assets	**65,051**	**332,389**	**330,169**	**329,676**
Current assets				
Inventories	14,105	31,607	37,092	37,682
Financial assets	15,579	33,974	59,992	60,925
Other current assets	2,216	3,678	3,839	4,548
Total current assets	**31,900**	**69,259**	**100,923**	**103,155**
Total assets	**96,951**	**401,648**	**431,092**	**432,831**
Equity and Liabilities				
Equity share capital	10,588	13,217	13,217	13,217
Other equity	11,520	162,859	170,192	178,671
Total equity	**22,108**	**176,076**	**183,409**	**191,888**

	As at March 31,			As at June 30,
	2022	**2023**	**2024**	**2024**
		(in ₹ millions)		
Non-current liabilities				
Financial liabilities	33,269	166,119	122,163	122,805
Deferred tax liabilities (net)	523	3,713	3,950	3,843
Provisions and other non-current liabilities	9,888	2,153	2,015	2,164
Total non-current liabilities	**43,680**	**171,985**	**128,128**	**128,812**
Current liabilities				
Financial liabilities	29,695	48,585	116,652	107,950
Current tax liabilities (net)	288	853	986	1,061
Provisions and other current liabilities	1,180	4,149	1,917	3,120
Total current liabilities	**31,163**	**53,587**	**119,555**	**112,131**
Total equity and liabilities……	**96,951**	**401,648**	**431,092**	**432,831**

Consolidated Summary of Cash Flow Statement

	Fiscal Year ended March 31,			Three Months ended June 30,	
	2022	**2023**	**2024**	**2023**	**2024**
			(in ₹ millions)		
Cash generated from operations	6,500	8,886	23,230	(1,991)	4,281
Income taxes paid (net of refunds)	(1,057)	(344)	(1,363)	64	(2,074)
Net cash flow generated from / (used in) operating activities	5,443	8,542	21,867	(1,927)	2,207
Net cash flow generated from / (used in) investing activities	(4,884)	(163,123)	(7,338)	(10,021)	4,024
Net cash flow (used in) / generated from financing activities	(1,183)	161,627	(17,718)	5,751	(4,594)
Cash and cash equivalents at the end of the year/period	**1,444**	**8,590**	**5,393**	**2,382**	**7,023**

Consolidated Summary of Non-GAAP Measures

	Fiscal Year ended March 31,			Three Months ended June 30,	
EBITDA	**2022**	**2023**	**2024**	**2023**	**2024**
			(in ₹ millions		
Revenue from operations	**34,643**	**55,838**	**88,242**	**20,148**	**20,834**
Profit for the year / period	**3,825**	**1,335**	**2,182**	**224**	**8,021**

EBITDA	Fiscal Year ended March 31,			Three Months ended June 30,	
	2022	2023	2024	2023	2024
			(in ₹ millions		
Add: Total tax expenses/(credit)	803	(149)	941	20	2,626
Add: Finance costs	668	2,969	8,637	2,053	1,991
Add: Depreciation, amortization expense	4,029	6,382	10,302	2,281	2,675
Add/Less: Exceptional items (income)/expense	804	2,844	(166)	—	—
Less: Other income[(1)]	—	—	—	—	(10,573)
EBITDA	**10,129**	**13,381**	**21,896**	**4,578**	**4,740**
EBITDA %	**29**%	**24**%	**25**%	**23**%	**23%**

Note:

(1) Gain from the long-term commercial collaboration agreement with Eris for the sale of its metabolics, oncology and critical care products business in India.

Contribution Margin	Fiscal Year ended March 31,			Three Months Ended June 30,	
	2022	2023	2024	2023	2024
			(in ₹ millions		
Revenue from operations (A)	**34,643**	**55,838**	**88,242**	**20,148**	**20,834**
Less: Cost of raw materials and packing materials consumed	9,547	11,098	18,208	4,782	2,997
Less: Purchases of traded goods	1,467	6,240	16,101	2,432	4,083
Less: Changes in inventories of finished goods, traded goods and work-in progress	(977)	(1,310)	6,988)	(411)	(395)
Contribution Margin (B)	**24,606**	**39,810**	**60,921**	**13,345**	**14,149**
Contribution Margin % (B/A)	71%	71%	69%	66%	68%

SUMMARY OF THE OFFERING

The following summary of the Offering of the Notes contains basic information about the Notes, the Guarantees and the Collateral. It is not intended to be complete and it is subject to important limitations and exceptions. It may therefore not contain all the information that is important to you. For a more complete understanding of the Notes, the Guarantees and the Collateral, including certain definitions of terms used in this summary, please refer to the section of this Offering Memorandum entitled "Description of the Notes." Terms used in this summary and not otherwise defined shall have the meanings given to them in "Description of the Notes."

Issuer	Biocon Biologics Global plc
Parent Guarantor	Biocon Biologics Limited
Initial Subsidiary Guarantors	Biocon Biologics UK Limited ("**BUK**") Biosimilars Newco Limited ("**BNCL**") Biocon SDN. BHD., Malaysia ("**BSDN**") Biosimilar Collaborations Ireland Limited ("**BCIL**")
Additional Guarantors / Guarantor Coverage Test	The Parent Guarantor shall ensure that the Consolidated EBITDA of all Guarantors comprise at least 80.0% of Consolidated EBITDA (as presented in the consolidated statement of profit and loss of the Parent Guarantor covering the prior four fiscal quarter period ending in the most recently prepared quarterly or annual statement) (the "**Guarantor Coverage Test**") (i) as of the date on which annual consolidated financial statements of the Parent Guarantor are delivered pursuant to "*Description of the Notes—Reports*" and (ii) following the incorporation or acquisition of a Restricted Subsidiary, or the designation of an Unrestricted Subsidiary as a Restricted Subsidiary. If (i) as of the date on which annual consolidated financial statements of the Parent Guarantor are delivered pursuant to "*Description of the Notes—Reports*" or (ii) on the date of such incorporation, acquisition or designation, the Guarantor Coverage Test is not complied with, then the Parent Guarantor shall cause, within 90 days of such date, one or more Non-Guarantor Subsidiaries that are Restricted Subsidiaries to execute and deliver to the Trustee a supplemental indenture to the Indenture pursuant to which one or more Non-Guarantor Subsidiaries will guarantee the Notes such that the Guarantor Coverage Test is complied with within such 90-day period. The Parent Guarantor may elect to release and substitute the Subsidiary Guarantee of a Subsidiary Guarantor at any time, provided that after giving pro forma effect to such release and substitution, (a) the Guarantor Coverage Test is complied with and (b) no Event of Default shall have occurred and be continuing at the date of such release and substitution.
Notes Offered	U.S.$800,000,000 of 6.67% Senior Secured Notes due 2029.
Issue Price	99.041%

Maturity Date	October 9, 2029.
Interest	6.67% per annum, payable semi-annually in arrears on April 9 and October 9 of each year, commencing on April 9, 2025.
Parent Guarantee	The Parent Guarantee will be released on the date falling 45 calendar days after the final Stated Maturity of the Notes. The Parent Guarantor's aggregate potential liability under the Parent Guarantee will be initially capped at an amount equal to 100% of the total aggregate principal amount of the Notes outstanding from time to time until April 30, 2025, and will increase to 110% of the total aggregate principal amount of the Notes outstanding from time to time thereafter. The Parent Guarantor will comply with all requirements under applicable law, including the FEMA Guarantee Regulations, the FEMA OI Regulations, the OI Directions and any other approval received by the Parent Guarantor from the RBI or the AD Bank, as the case may be, or any other governmental or regulatory authority, that may be required to give effect to such increase in its aggregate potential liability under the Parent Guarantee.
Ranking of the Notes	The Notes will: • be general obligations of the Issuer; • be senior in right of payment to any existing and future obligations of the Issuer expressly subordinated in right of payment to the Notes; • rank at least *pari passu* in right of payment with all unsecured and unsubordinated indebtedness of the Issuer (subject to any priority rights of such unsecured unsubordinated indebtedness pursuant to applicable law); • be secured by first priority liens on the Collateral (subject to Permitted Liens) as further described under "*Description of the Notes—Security*"; • be guaranteed by the Guarantors on an unsubordinated basis; and • be effectively subordinated to all existing and future obligations of subsidiaries of the Parent Guarantor which are Non-Guarantor Subsidiaries (as defined in "*Description of the Notes*") and all secured indebtedness of the Issuer to the extent of the value of the assets securing such indebtedness (other than the Collateral, to the extent applicable).
Ranking of the Guarantee	The Guarantee of each Guarantor will: • be a general obligation of such Guarantor; • be senior in right of payment to any existing and future obligations of such Guarantor expressly subordinated in right of payment to such Guarantee;

	• rank at least *pari passu* in right of payment with all unsecured senior indebtedness of such Guarantor (subject to any priority rights of such unsecured senior and unsubordinated indebtedness pursuant to applicable law); and • be effectively subordinated to all existing and future obligations of subsidiaries of the Parent Guarantor which are Non-Guarantor Subsidiaries and all secured indebtedness of such Guarantor to the extent of the value of the assets securing such indebtedness (other than the Collateral, to the extent applicable). As of and for the fiscal year ended March 31, 2024 and the three months ended June 30, 2024, the Issuer and the Guarantors represented 91% and 92% of Consolidated EBITDA, respectively, of the Parent Guarantor and its Subsidiaries on a consolidated basis.
Collateral	By no later than 45 days from the Original Issue Date, the obligations of the Issuer with respect to the Notes (including Additional Notes which are issued in accordance with the Indenture) and the performance of all other obligations of the Issuer under the Indenture and the Notes will be secured by the following security package, for the benefit of Holders and the Trustee: • a first priority lien over all of the Capital Stock of the Issuer held by BUK; • a first priority lien over all of the Capital Stock of BCIL held by BUK; and • a first priority lien over all of the Capital Stock of BNCL held by the Parent Guarantor and BUK. In the case of any transfer of assets from BCIL and/or BNCL to another Person within the Restricted Group (save for transfer(s) of up to an aggregate Fair Market Value cap of U.S.$50.0 million (or the Dollar Equivalent thereof)), a first-priority lien over all of the Capital Stock of such Person shall also be created and perfected in favor of the Collateral Agent for the benefit of the Holders, save that (i) such assets cannot be transferred to a Person within the Restricted Group for which a lien is not permitted to be created over its Capital Stock under applicable law; and (ii) such new lien will be granted on exclusive basis to the Holders and shall constitute Collateral.
Use of Proceeds	The Issuer will use the net proceeds from the sale of the Notes in the manner specified under "*Use of Proceeds.*"
Additional Amounts	All payments made by or on behalf of the Issuer under or with respect to the Notes or any Guarantor on its Guarantee will be made free and clear of, and without withholding or deduction for, or on account of, any present or future Taxes unless the

	withholding or deduction of such Taxes is then required by law. If any such deduction or withholding for, or on account of, any Taxes imposed or levied by or on behalf of any jurisdiction in which the Issuer or any Guarantor is then organized or incorporated, engaged in business or otherwise resident for tax purposes, or any political subdivision thereof or therein or any jurisdiction by or through which payment is made by or on behalf of the Issuer or any Guarantor (including the jurisdiction of any Paying Agent) (each, a "**Tax Jurisdiction**"), will at any time be required to be made from any payments made by or on behalf of the Issuer under or with respect to the Notes or any Guarantor with respect to its Guarantee, including payments of principal, redemption price, purchase price, interest or premium, the Issuer or the Guarantor, as applicable, will pay such additional amounts (the "**Additional Amounts**") as may be necessary in order that the net amounts received by each Holder in respect of such payments after such withholding, deduction or imposition (including any such withholding, deduction or imposition from or on such Additional Amounts) will equal the respective amounts that would have been received in respect of such payments in the absence of such withholding, deduction or imposition. See "*Description of the Notes—Additional Amounts.*"
Redemption for Taxation Reasons	The Issuer may redeem the Notes, in whole but not in part, at a redemption price equal to 100% of the principal amount of the Notes outstanding plus accrued and unpaid interest, if any, to the redemption date, upon the occurrence of certain changes in applicable tax law. See "*Description of the Notes—Redemption for Changes in Taxes.*"
Optional Redemption	The Issuer may redeem some or all of the Notes at any time and from time to time on or after October 9, 2026 at the redemption prices set forth in this Offering Memorandum, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. At any time and from time to time prior to October 9, 2026, the Issuer may also redeem up to 40% of the Notes using the proceeds of certain equity offerings, at a redemption price of 106.67% of the principal amount of the Notes, plus accrued and unpaid interest, if any, to, but excluding, the applicable redemption date, provided that at least 60% of the aggregate principal amount of the Notes remains outstanding immediately thereafter and any such redemption takes place not later than 60 days after the closing of the related equity offering. In addition, at any time prior to October 9, 2026, the Issuer may redeem some or all of the Notes at a price equal to 100% of the principal amount of the Notes plus the Applicable Premium (as defined herein) as of, and accrued and unpaid interest, if any, on

	the Notes redeemed to (but not including) the applicable redemption date. See "*Description of the Notes—Optional Redemption*."
Clean-up Call	In connection with any tender offer for the Notes, if holders of the Notes of not less than 90.0% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in such tender offer and the Issuer, or any third party making such a tender offer in lieu of the Issuer, purchases all of the Notes validly tendered and not withdrawn by such holders, all of the holders of the Notes will be deemed to have consented to such tender or other offer and accordingly, the Issuer or (with the approval of the Issuer) such third party will have the right upon not less than 10 nor more than 60 days' notice, given not more than 30 days following such tender offer expiration date, to redeem the Notes that remain outstanding in whole, but not in part, following such purchase at a price equal to the price offered to each other holder of the Notes in such tender offer, plus, to the extent not included in the tender offer payment, accrued and unpaid interest, if any, thereon, to, but not including, such redemption date. See "*Description of the Notes—Open Market Purchases.*"
Change of Control Triggering Event Put	Upon the occurrence of a Change of Control Triggering Event, the Issuer must make an offer to repurchase all outstanding Notes at a purchase price equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to the date of repurchase. See "*Description of the Notes—Repurchase at the Option of Holders—Change of Control Triggering Event.*"
Certain Covenants	The Indenture contains certain covenants that, among other things, limit the Parent Guarantor's, the Issuer's and other Restricted Subsidiaries' ability to: • incur or guarantee additional indebtedness and issue preferred stock; • make certain investments or other specified restricted payments; • create or incur certain liens; • enter into sale and leaseback transactions; • create encumbrances or restrictions on the payment of dividends, or other distributions, loans or advances to and on the transfer of assets to the Parent Guarantor or the Restricted Subsidiaries; • effect a consolidation or merger; • engage in certain transactions with affiliates; • enter into unrelated businesses; and • sell, lease or transfer assets.

	These covenants are subject to a number of important limitations and exceptions. See "*Description of the Note*s."
Transfer Restrictions	We have not registered the Notes under the Securities Act or any state or other securities laws. The Notes are subject to restrictions on transfer and may only be offered or sold in transactions exempt from, or not subject to, the registration requirements of the Securities Act. See "*Transfer Restrictions.*"
Form, Denomination and Registration	The Notes will be issued only in fully registered form, without coupons, in minimum denominations of U.S.$200,000 of principal amount and integral multiples of U.S.$1,000 in excess thereof and will be initially represented by one or more global notes registered in the name of a nominee of The Depository Trust Company.
Book-Entry Only	The Notes will be issued in book-entry form through the facilities of The Depository Trust Company for the accounts of its participants, including Euroclear and Clearstream. For a description of certain factors relating to clearance and settlement, see "*Description of the Notes—Book-Entry, Delivery and Form.*"
Delivery of the Notes	The Issuer expects to make delivery of the Notes, against payment in same-day funds, on or about October 9, 2024, which the Company expects will be the 5th business day following the date of this Offering Memorandum. Such settlement timing is referred to as "T+5." You should note that initial trading of the Notes may be affected by the T+5 settlement. See "*Plan of Distribution.*"
Trustee and Collateral Agent	Citicorp International Limited
Principal Paying Agent and Transfer Agent	Citibank N.A., London Branch
Registrar	Citibank N.A., London Branch
Listing	Application will be made to the SGX-ST for the listing of and quotation for the Notes on the Official List of the SGX-ST. The Notes will be traded on the SGX-ST in a minimum board lot size of S$200,000 (or its equivalent in other currencies) for so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require. For so long as any Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Issuer shall appoint and maintain a paying agent in Singapore, where the Notes may be presented or surrendered for payment or redemption, in the event that a Global Note is exchanged for definitive Notes. In addition, in the event that a Global Note is exchanged for definitive Notes, an announcement of such exchange will be made by the Issuer through the SGX-ST and such announcement will include all material information with respect to the delivery of the definitive Notes, including details of the paying agent in Singapore.

Governing Law	The Notes, the Indenture and the Intercreditor Agreement will be governed by and construed in accordance with the laws of the State of New York. For governing laws of the Collateral, please see "*Description of the Notes*." The Collateral Documents will be governed by and construed in accordance with English or Irish law.
Risk Factors	You should carefully consider the information under the caption "*Risk Factors*" and the other information included in this Offering Memorandum before deciding whether to invest in the Notes.
Security Codes	**Rule 144A:** CUSIP Number: 090978 AA5 ISIN: US090978AA56 **Regulation S:** CUSIP Number: G11185 AA6 ISIN: USG11185AA61

RISK FACTORS

This Offering Memorandum contains forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including the risks described below and elsewhere in this Offering Memorandum. Prospective investors should carefully consider the risks and uncertainties described below and the information contained elsewhere in this Offering Memorandum before making an investment in the Notes. In making an investment decision, each investor must rely on its own examination of us and the terms of the offering of the Notes. The risks described below are not the only ones faced by us. Our business, prospects, financial condition, cash flows and results of operations could be materially adversely affected by any of these risks. There are a number of factors, including those described below, that may adversely affect our ability to make payment on the Notes. The risks described below are not the only ones that may affect the Notes. Additional risks not presently known to us or that we currently deem immaterial may also impair our business, prospects, financial condition, cash flows and results of operations.

Risks Relating to Our Business

Biosimilar development involves a lengthy and expensive process with uncertain timelines and uncertain outcomes.

To obtain the requisite regulatory approvals to market and sell any of our products, we and/or our industry partners for such products typically must demonstrate through extensive preclinical and clinical trials that our products are safe and effective in humans. The process for obtaining relevant governmental approvals to market our products is rigorous, time-consuming and costly. It is also impossible to predict the extent to which this process may be affected by legislative and regulatory developments.

The results of preclinical studies and early clinical trials of our products may not be predictive of the results of later stage clinical trials. In addition, we could be part of development or manufacturing of drugs which may be found to be ineffective, or may fail to achieve market acceptance or be precluded from commercialization by proprietary rights of third parties. A number of companies in the biopharmaceutical industry have suffered significant setbacks in advanced clinical trials due to lack of efficacy or adverse safety profiles, notwithstanding promising results in earlier trials.

Further, clinical testing, in which people volunteer to test new treatments, is expensive and can take many years to complete, and its outcome is inherently uncertain. Failure can occur at any time during the clinical trial process, even with active ingredients that have previously been approved by the US FDA as safe and effective. We have tried to make clinical testing faster and more efficient by conducting trials with targeted interventions which are of shorter duration and have fewer participants, avoiding unnecessary studies and repetitive data collection and thereby lowering the costs and duration of clinical development. For example, we were able to get interchangeability approval for our bGlargine by the US FDA based on the safety and efficacy of existing trial data, without conducting any additional trials. However, we cannot guarantee that there will not be any delay or any lost potential sales or revenues from these products due to the lost time before potential commercialization and potential changes in the competitive landscape by the time such products are commercialized, if they are commercialized at all. We may also need to restart clinical trials if there are upgrades to the originator products as we conduct testing, leading to slower biosimilar development.

Due to these and other factors, including cost overruns, our current products or any of our other future products may take a significantly longer time to gain regulatory approval than expected or may never gain regulatory approval, and consequently may adversely affect our business and financial condition. We may also suffer reputational harm from such delays or failures that could affect our business more broadly.

We may be liable for the acts or omissions of third parties that we engage to assist with clinical development.

We depend on independent laboratory service providers, clinical investigators, contract research organizations and other third-party service providers to conduct clinical trials and pre-clinical investigations of our new products. We rely heavily on third parties over the course of laboratory level development and services, clinical trials, and as a result, have limited control over the clinical investigators and visibility into their day-to-day activities, including with respect to their compliance with the approved clinical protocol. Nevertheless, we are responsible for ensuring that each of our trials is conducted in accordance with the applicable protocol, legal and regulatory requirements and scientific standards, and our reliance on third parties does not relieve us of our regulatory responsibilities.

We and these third parties are required to comply with good laboratory and clinical practice requirements for clinical trials and development, which are regulations and guidelines enforced by the US FDA and comparable foreign regulatory authorities for products in clinical development. Regulatory authorities enforce these good laboratory, clinical practice and development requirements through periodic inspections of trial sponsors, clinical investigators and trial sites. In addition, our clinical trials must be conducted with biologic product produced under cGLP and cGMP requirements and may require a large number of patients.

If we or any of these third parties fail to comply with applicable good clinical or development practice requirements, the clinical data generated in our clinical trials may be deemed unreliable and the US FDA or comparable foreign regulatory authorities may require us to suspend or terminate these trials or perform additional preclinical studies or clinical trials before approving our marketing applications. We cannot be certain that such regulatory authorities will determine that any of our clinical trials comply with the good clinical practice requirements. Our failure or any failure by these third parties to comply with the applicable regulations or to recruit a sufficient number of patients may require us to repeat clinical trials, which would delay the regulatory approval process. Moreover, our business may be implicated if any of these third parties violates applicable laws such as federal or state fraud and abuse or false claims laws and regulations, data protection laws or healthcare privacy and security laws.

Any third parties conducting our clinical trials will not be our employees and, except for remedies that may be available to us under our agreements with such third parties, we cannot control whether or not they devote sufficient time and resources to our ongoing clinical programs. These third parties may also have relationships with other commercial entities, including our competitors, for whom they may also be conducting clinical trials or other product development activities, which could affect their performance on our behalf. If these third parties do not successfully carry out their contractual duties or obligations or meet expected deadlines, or if they need to be replaced or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols or regulatory requirements or for other reasons, our clinical trials may be extended, delayed or terminated and we may not be able to complete development of, obtain regulatory approval for, or successfully commercialize our products. As a result, our financial results and the commercial prospects for our products would be harmed, our costs could increase and our ability to generate revenue could be delayed.

We are dependent on the success of our R&D and the failure to develop new or improved products or process improvements or production techniques could subject us to write-offs or otherwise adversely affect our business, financial condition and results of operations and have a negative impact on our competitive position.

Our success depends on our ability to improve our existing products, develop commercially viable and sustainable new products at economic scale or to develop process improvements that can improve time, quality and cost efficiency. The pharmaceutical industry is characterized by frequent advancements in technology. Although we continuously engage in R&D, the nature of scientific research and development makes the

successful R&D of pharmaceutical products technically challenging, costly, and time-consuming. Additionally, our R&D efforts may not always lead to the successful development or commercialization of new biosimilar products. In addition, rapid and frequent advancements in technology and changes in market demand can often render existing technologies and equipment obsolete and could require substantial new capital expenditures or subject us to write-offs.

During the fiscal years ended March 31, 2022, 2023 and 2024 and the three months ended June 30, 2023 and 2024, we incurred ₹3,100 million, ₹8,890 million, ₹9,110 million (U.S.$109 million), ₹2,590 million and ₹1,660 million (U.S.$20 million), respectively, on R&D, representing 9%, 16%, 10%, 13% and 8%, respectively, of our revenue from operations in those periods. We cannot assure you that the investments we have made in R&D will yield satisfactory results in terms of improved products or will yield any results at all. Despite our investments in this area, our R&D efforts may not result in the discovery or successful development of new products.

In addition, even where we successfully obtain product registrations and/or market authorizations for any such new or improved products, there can be no assurance that the new or improved product will be commercially successful. Further, if our competitors develop new processes or production techniques, or improve existing processes or production techniques that may give them significant cost and marketing advantages, we may be unable to retain our customers, which would adversely affect our revenues and profitability.

While we have been successful in navigating the different licensing requirements across jurisdictions and have been able to commercialize our products across over 120 countries, we cannot guarantee that we will always be able to meet the applicable licensing requirements and regulations. Failure to achieve regulatory approval of new products in a timely manner or at all can mean that we do not recoup our R&D investment through sales of that product.

In the context of our development efforts, biosimilars carry unique regulatory risks and uncertainties, which could adversely affect our results of operations and financial condition, particularly in the United States, where the market is still at an early formation stage.

There are unique regulatory risks and uncertainties related to biosimilars. The testing, approval, safety, effectiveness, manufacturing, labeling and marketing of biosimilars are subject to regulation by the US FDA, the EMA and other regulatory bodies globally. These laws and regulations differ from (and in certain countries may not be as well established as) those governing innovative pharmaceutical products or the approval of generic products. In addition, manufacturing biosimilars, especially in large quantities, is often complex and may require the use of innovative technologies to handle living cells and microorganisms. Any changes to the regulatory framework governing biosimilars or our or our partners' ability to manufacture an adequate supply of biosimilars in compliance with regulatory requirements may adversely affect our ability to commercialize the biosimilars in our portfolio or achieve our targets in relation to the commercial development of the biosimilars business.

In the United States, in particular, the biosimilars market is still in an early stage of development and may encounter economic headwinds during its formation, which is expected to be shaped over the next few years. Due to the lack of pharmacy-level substitution for most biosimilars, we have to rely on increased promotional activity directed at healthcare practitioners and contracting strategies with pharmacy benefit managers. They may, however, not be incentivized to switch from originator to biosimilar products, as a result of which the US biosimilars market may not grow as expected or at all, which could have an adverse effect on our business, financial condition or results of operations.

The third parties which we engage to conduct research conduct animal testing can result in adverse publicity liability and other issues, including potential disruption to our facilities as a result of protests against animal testing.

Animal testing of pharmaceutical products is required before human clinical trials can begin and is highly regulated. Our animal testing is conducted in compliance with our internal policies and applicable laws and regulations in the jurisdictions (including but not limited to the Prevention of Cruelty to Animals Act, 1960, the guidelines under the Committee for the Purpose of Control and Supervision of Experiments on Animals issued by the Government of India, Association for Assessment and Accreditation of Laboratory Animal Care International's Rules of Accreditation and the certifications under the Office of Laboratory Animal Welfare) in which these activities are conducted.

Any acts of vandalism and other acts by animal rights activists, who object to the use of animals for such purposes, including protests at or near our facilities or offices in the future, could have an adverse effect on our operations or reputation. We may also suffer from reputational loss if animal testing institutions or the act of using animal testing are disapproved of by the public. While we have not experienced any such protests and/or disapproval from the public in the past three fiscal years, any negative attention or threats directed against our animal research activities in the future could impair our ability to operate our business efficiently.

As the manufacture of our products is technically complex and highly regulated, product recalls, regulatory inspection failures or shortcomings at our manufacturing facilities or other problems may impact sales, adversely affect our business, financial condition and results of operations and delay the launch of new products, and in some cases may lead to closures of our facilities.

The development and manufacture of our products is subject to regulation by various governmental authorities throughout the world where our products are sold. For instance, we must comply with requirements of the U.S. Food and Drug Administration ("**US FDA**"), Health Canada, the UK Medicines and Healthcare products Regulatory Agency ("**UK MHRA**"), the European Medicines Agency ("**EMA**"), the Indian Central Drugs Standard Control Organization ("**CDSCO**"), the Drug Control Authority in Malaysia, the Drugs Controller & Licensing Authority in India and other healthcare regulators with respect to the research, development, preclinical and clinical testing, manufacture, quality, safety, effectiveness, record-keeping, reporting, storage, approval, labeling, sale, distribution, marketing, advertising, promotion, import and export of pharmaceutical products. These regulations are not uniform or consistent across jurisdictions in which we operate and are also dynamic and evolving, and we will have to ensure that our manufacturing process remains compliant with any changes in regulations.

In addition, because our operations include the manufacture and distribution of pharmaceutical products, we are subject to regulation by the departments of transport of each U.S. state and the departments of health of each state in which we operate and the applicable state boards of pharmacy in the U.S. Failure to comply with these requirements may lead to delays in the submission or approval of potential new products for commercialization and marketing, financial penalties, compliance expenditures, the recall or seizure of products, total or partial suspension of production and/or distribution, closure of affected facilities, suspension of the applicable regulator's review of our submissions, enforcement actions, injunctions and criminal prosecution. For example, in January 2022, Mylan Pharmaceuticals Inc, a Viatris company, voluntarily recalled one batch (manufactured by Biocon Sdn. Bhd.) of its non-interchangeable Semglee (insulin glargine injection), 100 units/ml (U-100), 3mL prefilled pens, which are packaged in a labeled carton of five pens. The product was recalled due to the potential for the label to be missing on some prefilled pens within a labelled carton for this particular batch. A missing label could lead to a mix-up of products/strengths, resulting in administration of the wrong insulin. This incident occurred before the Viatris Acquisition, but we cannot guarantee that we will not have to recall products in the future, and such recalls may adversely affect our results of operations.

We must register our facilities regardless of where they are located with the US FDA as well as regulators outside the United States, and our products must be made in a manner consistent with current Good Manufacturing Practices ("**cGMPs**") as required by the US FDA or similar standards in each territory in which we manufacture. In addition, the US FDA and other agencies periodically inspect our manufacturing facilities, and our products may not meet the required standards under the applicable regulations.

Furthermore, the US FDA or other regulatory authorities may identify other regulatory violations in our operations at our manufacturing facilities from time to time. One or more of our significant manufacturing facilities may be subject to inspection observations, import alerts and warnings in extreme cases. For example, following a July 2023 US FDA cGMP inspection at our insulins manufacturing facility at Johor, Malaysia, the US FDA provided an "OAI" (Official Action Indicated) classification for the facility, following which we have taken remedial measures. Subsequent to such remedial measures, a further US FDA inspection at our manufacturing facility at Johor, Malaysia was recently completed. Pursuant to such further inspection of our Johor facility, the US FDA issued a Form-483 in September 2024 with its observations and the Company is currently in the process of submitting a comprehensive Corrective and Preventive Action Plan (CAPA). Additionally, in July 2024, the US FDA conducted a combined cGMP and pre-licensing inspection at our facilities in Bangalore and subsequently issued a Form-483 with its observations. We have already submitted a comprehensive corrective and preventive action plan to the US FDA for the Bangalore facility.

While findings and observations in India and Malaysia site, have no impact on existing business operations, in the event action plan is not found to be adequate, we may be required to cease or limit production at such facilities, we could experience disruptions or delays to our production. Further, if we are not able to mitigate the impact of such disruptions or delays, or if we are unable to remedy the violations identified or fail to do so in a timely manner or if we are unable to reallocate our production to other facilities, in such event, we may have a material adverse effect on our business and operations.

Our products may have unanticipated adverse effects, and if we are sued by our customers or end users for defects in our products, we may be subject to regulatory investigations, sanctions and negative publicity.

Our products may have previously unknown safety or efficacy concerns or unknown side effects. While we place significant importance on risk management and our products undergo clinical studies and statistical analysis during the development process prior to approval, there are inherent limitations with regard to the design of such trials, the limited time used to measure the efficacy of the product and the limited ability to perform long-term monitoring.

In the event that such unanticipated side effects are discovered, we may be required to add descriptions of the side effects as "precautions" to the packaging of our products, recall and terminate sales of products or conduct costly post-launch clinical studies. Furthermore, concerns of potential side effects could arise among consumers or medical professionals, and such concerns, whether justified or not, could expose us to negative publicity and have an adverse effect on sales of our products and our reputation. Further, if any of our products cause serious or unexpected side effects after receiving market approval, a number of potentially significant negative consequences could result, including:

- regulatory authorities may withdraw their approval of the product or impose restrictions on its distribution;
- regulatory authorities may require the addition of labeling statements, such as warnings or contraindications;
- we may be required to change the way the product is administered or conduct additional clinical studies;

- we could be sued and held liable for harm caused to patients; and/or
- our reputation may suffer.

The performance, quality and safety of our products also depends on the effectiveness of our quality control system, which in turn depends on a number of factors, including the design of the system, our quality training program and our ability to ensure that our employees adhere to our quality control policies and guidelines.

We are exposed to product liability claims and other liability risks that are inherent in the design, development, manufacture, and marketing of pharmaceutical products.

We are exposed to product liability claims and other liability risks that are inherent in the design, development, manufacture, and marketing of pharmaceutical products. We may be named as a defendant in product liability lawsuits, which may allege that our offerings have resulted or could result in an unsafe condition or injury. Such lawsuits could be costly to defend and could result in reduced sales, significant liabilities and diversion of management's time, attention, and resources. A product liability claim could require us to pay substantial damages. Product liability claims against us, whether or not successful, are costly and time-consuming to defend. Regardless of the merits or eventual outcome, liability claims may result in:

- decreased demand for our products;
- injury to our reputation or adverse publicity against us;
- initiation of investigations by regulators;
- costs to defend the related litigation;
- a diversion of management's time and resources;
- compensatory damages and fines;
- product recalls, withdrawals or labeling, marketing or promotional restrictions;
- loss of revenue; and/or
- exhaustion of any available insurance and our capital resources.

Our public and product liability insurance may not be adequate.

From time to time, the pharmaceutical industry has experienced difficulty in obtaining desired amounts of product liability insurance coverage. Product liability insurance availability also generally varies by country and may include sector-specific sub-limits. As a result, we could struggle to obtain insurance at an affordable rate, or find ourselves completely unable to acquire insurance coverage. Our public and product liability insurance is generally subject to certain limitations and a maximum liability threshold. For example, customary exclusions include bodily injury to an employee arising out of and in the course of employment, workmen compensation, property damage to property owned or occupied and liabilities arising out of deliberate or willful non-compliance with statutory provisions.

Our public and product liability insurance may not be adequate and, at any time, insurance coverage may not be available to mirror all our contractual obligations on commercially reasonable terms or at all. If any product liability claim was sustained against us for products not covered by existing product liability insurance or where the damages awarded exceeds the limits set on the existing insurance cover, it could harm our business and financial condition. Even for the products where we carry the product liability insurance, our claims may not be fully accepted by the insurance companies. This risk is likely to increase as sales of our products increase and as our products are commercialized in more jurisdictions.

Our dependence on a limited number of third-party suppliers for some of our production could prevent us from delivering some of our products to our customers in the required quantities, within the required timeframe, or at all, which could result in order cancelations and decreased revenues.

The production of biosimilars requires a number of inputs, for example devices, resins and solvents. If our supply of such inputs is interrupted from time to time, or proves insufficient to meet demand, our results of operations could be adversely impacted. We are also dependent on certain third-party suppliers for production of certain biosimilar products. Any interruption of supply from any our suppliers, including any unanticipated outage, shutdown and/or suspension of production of inputs including devices, resins and solvents could have an adverse effect on our businesses, financial condition, results of operations and cash flows. While no third-party site supplies inputs for more than one of our products, if we are unable to obtain such inputs, or if we are unable to obtain them at a competitive cost, our competitiveness may be affected, and we may lose market share.

Furthermore, we may not be successful in looking for alternative sources of supply for our key inputs. The inputs needed for our products are highly regulated, and as such, there are a limited number of suppliers who can both meet regulatory requirements and have the capacity and inventory to meet our needs. There is thus often a long lead time to acquire inputs from a new supplier as regulatory requirements need to be satisfied, and new studies may be required. Accordingly, we may face order cancelations and decreased revenues if our existing third-party suppliers are unable to meet our demand for the inputs required in the production of biosimilars.

Any shutdowns of our manufacturing facilities or other manufacturing or production problems caused by unforeseen events may reduce sales and adversely affect our business, financial condition and results of operations.

We are dependent on our manufacturing facilities for our production. We may encounter manufacturing problems or experience difficulties or delays in production as a result of any occurrence of the following events, or any other events beyond our ability to control:

- forced or voluntary closings of manufacturing plants, or changes to manufacturing processes, including as a result of regulatory inspections. For example, we have had to take remedial action in respect of two US FDA inspections of our Bangalore and Malaysia facilities in July 2024 and July 2023, respectively. See "*—As the manufacture of our products is technically complex and highly regulated, product recalls, regulatory inspection failures or shortcomings at our manufacturing facilities or other problems may impact sales, adversely affect our business, financial condition and results of operations and delay the launch of new products, and in some cases may lead to closures of our facilities*";
- problems with supply chain continuity, including as a result of weather or a natural or man-made disaster, at one of our facilities or at a critical supplier or vendor;
- difficulties with procuring supplies from certain regions such as Asia, the Middle East and Central and Eastern Europe due to political instability;
- manufacturing shutdowns, product shortages, including backorders and discards, and delays in product manufacturing;
- labor strikes and lockouts that may result in temporary shutdowns or manufacturing disruptions;
- problems with manufacturing, quality assurance/quality control or supply, or governmental approval delays, due to our consolidation and rationalization of manufacturing facilities and the sale or closure of certain sites;

- general supply chain and inventory mismanagement resulting in excess and obsolete inventory and inventory write-off;
- the failure of a sole source or single source supplier to provide us with necessary raw materials, supplies or finished goods for an extended period of time, which could impact continuous supply;
- shortages of qualified personnel;
- changes in applicable local and international legislation, rules and regulations such as serialization;
- changes in environmental laws and regulations;
- failures or bottlenecks in production processes, especially if we are unable to obtain adequate supply of utilities such as steam, power and water, or our inability to successfully implement debottlenecking measures to reduce idle time or improve operating efficiency by reducing plant outages, wastage or yield losses or otherwise;
- the failure of a third-party manufacturer to supply us with finished products on time;
- construction or regulatory approval delays related to new facilities or the expansion of existing facilities;
- product recalls or market withdrawals;
- our equipment and production facilities becoming obsolete; and
- other manufacturing or distribution problems, including limits to manufacturing capacity due to regulatory requirements, changes in the types of products produced, physical limitations or other business interruptions that could impact continuous supply.

Any of the above may result in reduced production and sales and adversely affect our business, financial condition and results of operations. Additionally, as our equipment ages, it will need to be replaced. Replacement of equipment has the potential to introduce variations in the manufacturing process that may result in lot failures or manufacturing shut-down, delay in the release of product batches, product recalls, spoilage or regulatory action. Success rates can also vary dramatically at different stages of the manufacturing process, which can reduce yields and increase costs.

Our facilities are subject to client inspections and quality audits and any failure on our part to meet their expectations or to comply with the quality standards set out in our contractual arrangements could result in the termination of our contracts and adversely affect our business, financial condition and results of operations.

Pursuant to our contractual arrangements, certain clients have the right to regularly examine our manufacturing processes, quality control and procedures and registers of our manufacturing facilities after reasonable notice and at a reasonable time to ensure that our products, services and processes are meeting their internal standards and regulatory requirements. Most of our clients routinely inspect and audit our facilities. Any failure on our part to meet the expectations of our clients and to comply with the quality standards set out in our contractual arrangements could result in the termination of our contracts and our clients may choose to source their requirements from our competitors. We may also incur significant costs to upgrade our facilities and manufacturing processes. The occurrence of any such event could have an adverse effect on our business, financial condition and results of operations.

Failure to comply with increasingly stringent environmental, health and safety laws relating to our manufacturing facilities may adversely affect our business and results of operations.

Our operations are spread across different geographies and are subject to a wide range of environmental, health and safety ("**EHS**") laws and regulations and regulated by various environmental agencies and authorities, including the United States Environmental Protection Agency and the Indian Ministry of Environment, Forest and Climate Change, including the state pollution control boards in India. Some of our R&D and manufacturing operations involve dangerous chemicals, processes and by-products. The manufacture of pharmaceuticals and sterile injectables and non-sterile products is also subject to stringent regulations. Such EHS regulations govern activities including the generation, storage, handling, treatment, transportation and disposal of hazardous substances and wastes, wastewater discharges, air emissions, human health and safety, process safety and the clean-up of contaminated sites. Many of our operations require permits, and these permits are subject to modification, renewal and revocation by issuing authorities. Our permits may include requirements and conditions which could result in significant additional costs or environmental obligations for us. In the ordinary course of business, there may be instances where certain of our permits have expired and applications for renewal of these permits have been submitted upon expiration. If the necessary renewals are not granted or granted subject to certain restrictions, our business or operations may be adversely affected.

Each company within our group has established risk governance frameworks and structures, fostered a risk culture and implemented monitoring and reporting mechanisms. Nevertheless, the EHS laws, regulations and permits that govern our operations tend to become increasingly stringent over time, and we could in the future assume additional obligations and therefore incur substantial incremental costs to ensure our continued regulatory compliance. Any violations of EHS requirements may result in substantial fines or penalties, the imposition of other civil or criminal sanctions, clean-up costs and other remediation or restoration requirements, claims for personal injury or property damages, the installation of costly pollution control equipment, or restrictions on, or the suspension of, our operating permits or activities. A failure to comply with certain material environmental regulations may also result in a breach of certain environmental undertakings we have given to lenders and investors, which may have a material adverse effect on our financial condition and business.

Our operations are subject to the operating risks associated with pharmaceutical manufacturing, including the related storage and transportation of raw materials, products and waste. While we have environmental liability insurance coverage for some of our facilities, which is in line with industry practice, we could be exposed to claims that are only partially or not covered at all. For example, our environmental insurance in India does not cover any penalties or claims arising from pollution conditions based upon any intentional, wilful or deliberate non-compliance with any national or local statutes, statutory instruments, by-laws, regulations, guidance or standards having the force of law or notice, order or instruction of any governmental or statutory agency or body.

If we incur substantial costs that we have not made adequate provisions for or which are not covered under our insurance, our business, financial condition, results of operations and cash flows could be materially and adversely affected. Such costs may increase our expenses and reduce our profit margins. Further, if we are unable to comply with environmental laws and regulations, we may lose customer orders or be subject to monetary penalties, criminal liabilities and sanctions or other enforcement actions by regulatory bodies, including manufacturing facility closures or product withdrawal, which could further adversely affect our business, financial condition and results of operations. See "*Business—Environmental Matters*" for further details.

If an improved version or a biosimilar version of an originator product is developed by the originator company or if the market acceptance for the treatment regimen involving the originator product significantly declines, sales or potential sales of our biosimilar products may suffer.

Biosimilars are modeled on brand-name originator products, and the commercialization and financial success of our biosimilar products are, therefore, closely tied to the market dynamics and acceptance of the originator products. A substantial risk to our business is the potential development and market introduction of an improved version of an originator product by the originator company. If an originator company develops and successfully markets an enhanced or superior version of their product, healthcare providers and patients may prefer the new version over biosimilars, thereby limiting the market potential for our biosimilar products. This could result in reduced demand and sales for our biosimilar offerings.

Additionally, if the market acceptance for the treatment regimen involving an originator product significantly declines due to the development of alternative therapies, negative safety or efficacy findings, or changes in treatment standards or policies, the market for our corresponding biosimilar products may also be adversely affected. Declining market acceptance of the originator product could reduce the potential sales of our biosimilars, impacting our revenue and profitability.

If the originator product has long-term contracts with existing payors, the existing payors may not adopt a biosimilar that we launch.

We face potential challenges in gaining market share for our biosimilar products if the originator products have already established long-term contracts with existing payors, including insurance companies, healthcare providers and government agencies. Such contracts typically include preferential pricing, exclusive supply agreements and other terms that incentivize payors to continue utilizing the originator product and may discourage the adoption of newly introduced biosimilars. Accordingly, our products may not gain market share even if there is a demand in the market for such biosimilars.

The market opportunities for our products may be smaller than we anticipate, which could render some drug candidates ultimately unprofitable even if commercialized.

The commercial success of our drug candidates depends largely on the size of the markets for those drugs, which may be smaller than we anticipate. Market sizes can be difficult to estimate due to various factors including changes in the competitive landscape, regulatory requirements, market acceptance, the prevalence of competing products and access to healthcare services. Additionally, new drugs or treatments by competitors or advancements in existing therapies could erode our market share or render our drug candidates obsolete.

While the market for biosimilars is expected to grow, the size of the markets in which we compete may not increase as expected, we may not be able to regain or gain market share, expand our market penetration or the size of the market for our products, or compete effectively on the basis of price, and the number of procedures in which our products are used may not increase above existing levels. Decreases in market sizes or our market share and declines in average selling prices or procedural volumes could materially adversely affect our results of operations or financial condition given that we may have invested a considerable amount into R&D and the product development of a biosimilar. Furthermore, our failure to expand our markets beyond existing levels could impact our ability to grow in line with or above current industry standards.

If we are unable to defend ourselves in challenges related to intellectual property rights, we could be subject to injunctions preventing us from selling our products, resulting in a decrease in revenues, or we could be subject to substantial liabilities that would lower our profits and adversely affect our financial condition.

There has been substantial patent-related litigation in the pharmaceutical and medical device industries concerning the manufacture, use and sale of various products. We take all reasonable steps to ensure that our

products do not infringe valid third-party intellectual property rights ("**IPRs**"). We generally rely on a combination of patents, licensing arrangements, non-disclosure agreements and non-competition agreements to protect our proprietary intellectual property. See "*Business—Intellectual Property Rights.*"

Under most of our long-term transaction agreements, we have agreed to indemnify the customer for intellectual property infringement claims arising out of our infringement of a third party's intellectual property. We generally endeavour to cap our liabilities under the business engagement agreements (whether out-sourcing, in-licensing or commercial transactions) except for losses arising from breach of confidentiality obligations or from our fraud, gross negligence or wilful misconduct. We bear unlimited liability for death, fraud, any gross negligence or wilful misconduct on our part to the extent not permissible to be limited under law and any breach of confidentiality obligations under our service agreements. As a result, if any aspect of a deliverable to a customer that we create infringes a third party's intellectual property rights due to our gross negligence, and particularly if such deliverable ultimately becomes a commercially successful product, we could be exposed to substantial liability. If we are unsuccessful in defending ourselves against these suits, we could be prevented from selling our products, resulting in a decrease in revenues, or to damages, which may be substantial. Either event could adversely affect our consolidated financial position, results of operations or liquidity.

As at June 30, 2024, we had been granted patents for intellectual property in various countries for innovations, including over 300 active patents. We also hold approximately over 1,500 registered trademarks worldwide, and we have opposed three trademarks in India. While we intend to defend against any threats to our intellectual property, we cannot assure you that our patents, trade secrets or other agreements will adequately protect our intellectual property.

We also rely on non-disclosure agreements and non-competition agreements with certain employees, consultants and other parties to protect trade secrets and other proprietary rights that belong to us. We cannot assure you that these agreements will not be breached, that we will have adequate remedies for any breach or that third parties will not otherwise gain access to our trade secrets or proprietary knowledge. Any inability to patent new processes and protect our proprietary information or other intellectual property could adversely affect our business.

Our development of products may also be limited to the extent that their manufacturing processes are considered to infringe existing third-party IPRs, although we are not aware of there being any such infringements in the past. In addition, patent applications are currently pending for some of the technologies currently being utilized by us. If the patent application is rejected or challenged, any aspect of our business reliant on such technologies would be disrupted. Any such disruption may adversely affect our business.

If we are unable to maintain a sufficiently large and/or differentiated portfolio of biosimilar products and manage their development and approval processes so as to bring them to market on a timely basis, our growth strategy may not be successful, and our business would be adversely affected.

Our future success will depend to a significant degree on our ability to continue to develop and commercialize new and differentiated pharmaceutical products in a timely and cost-effective manner. The development and commercialization of new and differentiated products is complex, time-consuming and costly. Due to the long lead times associated with obtaining regulatory approvals for many of these products, as well as the competitive advantage that can come from gaining early approval, it is important that we maintain a sufficiently large and differentiated portfolio of products and a product pipeline and manage their development and approval processes so as to bring products to market on a timely basis.

The success of our new product offerings will depend upon several factors, including our ability to properly anticipate and respond to customer needs, to obtain timely regulatory approval of new products, identify available suppliers and manufacture such products. If we are not able to bring enough products to market, or if

products are brought to market after competing products are commercialized, our growth strategy may not be successful and our business may be adversely affected.

Furthermore, if we are unable to expand our production capacity or increase utilization as needed, our business, financial condition and results of operations will be adversely impacted. We also cannot guarantee that any investment we make in developing products will be recouped, even if we are successful in commercializing those products. In the event of excess production and expiration of outdated stock, we might also have to bear the cost of disposal of such excess expired products. We also may not be able to utilize our available capacity, which in turn could affect our ability to recover our product development investments. If market conditions change or if our operations do not generate sufficient revenue or for any other reasons, we may decide to delay, modify or forgo some aspects of our growth strategies. Our future results of operations may be adversely affected if we are unable to implement our growth strategies, which include proper management of our product portfolio.

Changes in inventory levels or fluctuations in buying patterns by our distributors and customers may adversely affect our sales and earnings and add to sales variability from quarter to quarter.

We balance the need to maintain inventory levels that are sufficient to ensure competitive lead times against the risk of inventory obsolescence because of changing customer requirements, fluctuating commodity prices, changes to our products, product transfers or the life-cycle of our products.

In order to successfully manage our inventories, we must estimate demand from our customers and produce products that substantially correspond to that demand. Market dynamics, including the acceptance of biosimilars, competition from other biosimilar products and the continuing dominance of originator products, changes in treatment protocols, the absence of high concentration formulation of certain products and regulatory developments, can all impact the actual demand for our products. Consequently, this may lead to inaccuracies in forecasting consumer demands, limited market penetration and weaker than expected sales. This can result in excess inventory, price reductions and erosion of margins on such products, all of which imposes a financial burden on our business. We are currently managing such inventory mismanagement for one of our products and are in discussions with the relevant supplier to agree on a deferred invoice settlement plan.

Furthermore, we must also determine how well received our products are by independent third parties such as wholesalers, distributors, physicians, hospitals, pharmacies, government representatives and other retailers as we rely to a significant extent on the strength of our brands and our reputation and acceptance by third-party agents and distributors. If we overestimate demand, we may incur unnecessary expenses and excess inventory costs. Conversely, underestimating demand could lead to stockouts, missed sales opportunities, and diminished customer satisfaction. Furthermore, market dynamics, the continuing dominance of originator products and the absence of high concentration formulation of certain products, could lead to inaccuracies in forecasting consumer demands, limited market penetration and weaker than expected sales.

In addition, due to the lead times necessary to acquire, install and ramp up production of new equipment and product lines, if we fail to adequately forecast the need for additional manufacturing capacity, whether for new or existing products, we may be unable to scale production in a timely manner to meet demand for our products. In addition, the technically complex manufacturing processes required to manufacture many of our products increase the risk of production failures and can increase the cost of producing our goods. Because the production process for many of our products is so complex and sensitive, the cost of production and the chance of production failures and lengthy supply interruptions is increased, which can have a substantial impact on our inventory levels.

If we are unable to maintain an adequate size of our field force and/or the number of our arrangements for the distribution of our products, our business, results of operations and financial condition could be adversely affected.

In markets where we market our products, we rely heavily on our field force of medical representatives to sell our products. We generate demand for our products in several markets through our field force of medical representatives, who frequently visit doctors to promote our product portfolio and also visit pharmacies and distributors to ensure that our brands are adequately stocked. If we are unable to maintain the size of our field force, we will be unable to effectively market our products, which will adversely affect our business, financial condition and results of operations.

Our policies regarding returns, allowances and chargebacks in the United States, failure to supply penalties and marketing programs adopted by wholesalers may reduce our revenues.

Consistent with industry practice in the United States, our U.S. subsidiary, Biocon Biologics Inc., like many other biosimilar manufacturers, has liberal return policies and has been willing to give customers post-sale inventory allowances. Under certain arrangements with customers, from time to time, we may give customers credits on products that customers hold in inventory after decreasing the market prices of the same products. Therefore, if new competitors enter the marketplace and significantly lower the prices of any of their competing products, we may reduce the price of our product. As a result, we may be obligated to provide significant credits to customers who are then holding inventories of such products, which could reduce sales revenue and gross margin for the period the credit is provided. Such arrangements with our customers are also subject to high service quality level, including failure to supply penalties, which, in the event we are unable to supply a certain product and are unable to meet the needs of our customers, for whatever reason, including unavailability of raw materials, could lead to service level penalties, which may be significant. Such penalties typically are not passed through to our suppliers, notwithstanding that such unavailability may arise from such suppliers instead of us. Like our competitors, we also give credits for chargebacks to wholesale customers that have contracts with us for their sales to hospitals, GPOs, pharmacies or other retail customers. A chargeback represents an amount payable in the future to a wholesaler for the difference between the invoice price paid to us by our wholesale customer for a particular product and the negotiated contract price that the wholesaler's customer pays for that product. Although we establish reserves based on our prior experience and our best estimates of the impact that these policies may have in subsequent periods, we cannot ensure that our reserves are adequate or that actual product returns, allowances and chargebacks will not exceed our estimates, which could have an adverse effect on our financial condition, results of operations and cash flows. As we continue to experience the consolidation of our customers, which may result in changes to previous patterns of ordering and/or pricing of our products, this could disrupt our established methodologies for calculating our provisions for chargebacks and other accruals. If there is unanticipated competition or an unexpected change in one or more of our contractual relationships, our estimates may be exceeded, which could have an adverse effect on our financial condition, results of operations and cash flows.

We depend on certain key products for a significant portion of our revenue from operations, cash flows and earnings, and any events that adversely affect the markets for our key products may adversely affect our business, financial condition and results of operations.

We derive a significant portion of our revenue and earnings from a few key products, such as bPegfilgrastim, bTrastuzumab and insulin bGlargine. If the volume or pricing of our key products declines in the future or we are unable to satisfy market demand for these key products, our business, financial position and results of operations could also be materially adversely affected. Any event that adversely affects any of these key products or their markets could have a material and adverse effect on our business, financial condition and results of operations. These events could include, among other things:

- availability of competing products and pricing action by competitors;
- entry of new competitors into the marketplace;
- alternative or substitute products that become available;
- unanticipated changes in product quality or product modifications required by our customers;
- discovery of previously unknown side effects, product liability claims or product recalls or safety alerts;
- manufacturing or supply interruptions;
- changes in prescribing practices of physicians;
- increased competition from the introduction of new, more effective treatments; and
- increased costs associated with manufacturing which cannot be passed along to customers.

Any of the above events may lead to reduced sales of our key products. Accordingly, our business, financial condition and results of operations may be adversely affected if any of the above events occur.

Intangible and other long-lived assets and goodwill on our books may lead to significant impairment charges in the future.

We carry a significant amount of goodwill and other intangible assets on our combined balance sheet, including, in particular, substantial goodwill obtained through acquisitions, and other intangible assets representing our technologies, currently marketed products and in-process development. As a result, we may incur significant impairment charges in the future if the fair value of the intangible assets and the groupings of cash generating units containing goodwill would be less than their carrying value on our combined balance sheet at any point in time.

We regularly review our long-lived intangible and tangible assets for impairment. Goodwill and acquired development projects not yet ready for use are subject to impairment review at least annually. Other long-lived assets are reviewed for impairment when there is an indication that an impairment may have occurred. As a result, we may incur significant impairment charges in the future in the fair value of such long-lived assets.

A failure of our internal controls over financial reporting may have an adverse effect on our business and results of operations.

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting for external purposes, including with respect to record-keeping and transaction authorizations. Because of its inherent limitations, internal control over financial reporting is not intended to provide absolute assurance that a misstatement of our financial statements would be prevented or detected. Any failure to maintain an effective system of internal control over financial reporting could limit our ability to report our financial results accurately and in a timely manner, or to detect and prevent fraud.

Significant disruptions of our information technology systems and/or infrastructure or breaches of our data security could adversely affect our business.

A significant invasion, interruption, destruction or breakdown of our information technology systems and/or infrastructure by persons with authorized or unauthorized access could negatively impact our business and operations. In the ordinary course of our business, we collect and store sensitive data in our data centers and on our networks, including intellectual property, proprietary business information (both ours and that of our customers, suppliers and business partners) and personally identifiable information of our employees. We could

also experience business interruption, information theft, legal claims and liability, regulatory penalties and/or reputational damage from cyber-attacks, which may compromise our systems and lead to data leakage either internally or at our third-party providers. Our systems may be the target of malware and other cyber-attacks. Although we have not encountered any significant disruptions or breaches that have had a material impact on the Group's financial condition and/or operations and have invested in measures to reduce these risks, we cannot guarantee that these measures will be successful in preventing compromise and/or disruption of our information technology systems and/or infrastructure and related data.

There is increasing use of artificial intelligence ("AI") in the global pharmaceuticals business, but this is a nascent technology and we could be exposed to malicious attacks.

Along with many other players in the global pharmaceuticals business, we are increasing our use of AI and generative AI-based tools to make significant advancements in pharmaceutical research and development. However, AI is an emerging technology and comprehensive regulatory frameworks for its use are not in place in all countries. AI poses a number of security risks, such as the possibility of ransomware that can adapt quickly to security systems through polymorphism. Traditional security systems may fail to detect such advanced threats, and malicious ransomware attacks on our business could significantly disrupt our operations, raising costs and negatively impacting our revenue and profit. We may also be subject to legal claims, regulatory penalties and/or reputational damage if such an attack involves the theft and or leakage of data.

There is also an increasing trend of AI tools being used to spread misinformation across industries. To the extent misinformation is spread about our business, we could suffer reputational damage and, therefore, may suffer a decline in sales and/or difficulty attracting and retaining talent. This could result in a fall in revenue and profit and higher costs.

The loss of services of key senior management personnel could have an adverse effect on our business, financial condition and results of operations.

Our success depends in part on the continued services of key senior management personnel, who set the strategy and ensure the smooth day-to-day running of our company. In particular, we are dependent on the continued services of our founder and Executive Chairperson Ms. Kiran Mazumdar-Shaw. Our business has been built by Ms. Shaw from 1978 through a series of organic initiatives as well as acquisitions of assets and businesses. She has played and continues to play an active role in driving the long-term strategy and the day-to-day business of our Group. The loss of Ms. Shaw could impair our ability to implement our strategy, and thus have an adverse effect on our business.

In addition, we may lose the services of certain senior management personnel and may experience periods where there is a lack of continuity of senior management from time to time. We maintain a directors and officers insurance policy for certain senior management personnel, including all directors, officers or members of a management board or supervisory board of our Company. The policy also covers an employee while acting as a manager (or in a supervisory capacity) of our Company. There can be no assurance that we would be able to find and integrate replacement personnel in a timely manner to support the needs of our business. An inability to ensure continuity of senior management could adversely affect our business.

We are exposed to the risk of strikes, work stoppages and other industrial action, which could disrupt our business.

We are exposed to the risk of strikes, work stoppages and other industrial actions. We may experience lengthy consultations with labor unions and work councils or strikes, work stoppages or other industrial action. Strikes and other industrial action, as well as the negotiation of new EU employee collective bargaining agreements with works councils or salary increases in the future, could disrupt our operations. The occurrence of any or all

of the above risks could have a material adverse effect on our business, financial condition and results of operations.

We may not be able to hire and retain sufficient numbers of qualified professional personnel that we need to succeed because these personnel are limited in number and are in high demand.

Given the size, complexity and geographic reach of our business and our multiple business lines, we are reliant upon our ability to recruit and retain highly qualified professional personnel and other employees. Failure to hire and retain high-quality employees may delay or prevent the achievement of major business objectives. For example, it is vitally important that we recruit and retain high quality R&D specialists in view of our business lines' R&D focus. We commit substantial resources to this effort given the competition for qualified and experienced scientists from biotechnology, pharmaceutical and chemical companies, as well as universities and research institutes globally and given the active recruitment attempts of our talent by our competitors. Any failure to attract or retain qualified personnel for such R&D functions, quality, regulatory affairs and sales personnel as well as staff generally in functions such as manufacturing, finance, information technology and management, or to enter into third-party arrangements on favorable terms could adversely affect our business and our financial condition and results of operations could be harmed.

Accordingly, there can be no assurance that we will be able to successfully attract, assimilate or retain sufficiently qualified personnel. If our recruitment, retention and motivation efforts are unsuccessful in the future, it may be difficult for us to implement our business strategy, which could have an adverse effect on our business.

Natural or man-made disasters and other events outside our control, and the ineffective management of the effects of such events, may affect our business.

Our results of operations could be adversely impacted by climate change, natural disasters or public health crises. We operate some of our facilities in regions prone to the adverse effects of climate change, including natural disasters such as hurricanes, earthquakes, water shortages, tsunamis and floods, as well as the potential for man-made disasters like fires, acts of terrorism and utility failures. Public health crises, such as the COVID-19 pandemic, also pose a significant risk.

Should any of these events occur, they could disrupt the operations of our facilities, or those of our customers or suppliers, which in turn may affect our ability to meet customer demands. This disruption could lead to the loss of business continuity, the loss of business data and damage to infrastructure, all of which could have an adverse effect on our business, prospects, results of operations, cash flows and financial condition. It is also noteworthy that some of our contracts include force majeure clauses that may permit automatic termination in the event of such disruptions. Consequently, the occurrence of such events could result in contractual challenges, further exacerbating the potential adverse effects on our operations and financial performance.

In addition, some of our facilities possess certifications necessary to work on specialized products that our other locations lack. If work is disrupted at one of these facilities due to the occurrence of any such event, it may be impractical or impossible to transfer such specialized work to another facility without significant costs and delays. Thus, any disruption in operations at a facility possessing specialized certifications could adversely affect our ability to provide products and services to our customers, and thus could have an adverse effect on our business, prospects, results of operations, cash flows and financial condition.

We are subject to rules and regulations governing our marketing practice.

We are subject to various U.S. federal and state laws pertaining to healthcare fraud and abuse, including, but not limited to, the federal anti-kickback statute at 42 U.S.C 1320a-7b(b), its related safe harbor regulations under 42 C.F.R. 1001.952(h) and its various state analogues, the federal False Claims Act, the federal Food

Drug and Cosmetic Act, the Health Insurance Portability and Accountability Act and other marketing and pricing laws.

In addition, we are subject to a comprehensive framework instituted by the European Union for commercialization that includes stringent requirements pertaining to public tenders, price ceilings, and various disclosure obligations. Non-compliance with these requirements can lead to significant consequences for us, including financial penalties, disqualification from tendering processes, reputational damage, and potential litigation.

Furthermore, several jurisdictions have enacted legislation requiring pharmaceutical companies to establish marketing compliance programs and file periodic reports on sales, marketing, pricing and other activities. For example, manufacturers of pharmaceuticals and medical devices must report on an annual basis certain payments and other transfers of value to physicians and teaching hospitals, as well as investment interests held by physicians and their immediate family members. In recent years, several states in the United States have also enacted legislation requiring pharmaceutical companies to file periodic reports with the state, make periodic public disclosures on sales, marketing, pricing, discounts, charges, clinical trials and other activities, and/or register their sales representatives, as well as establish marketing compliance programs and prohibiting pharmacies and other healthcare entities from providing certain physician prescribing data to pharmaceutical companies for use in sales and marketing. Many of these requirements are new and their breadth and application is uncertain. In the U.S. in particular, we may also have to disclose any reports made to healthcare and federal programs including Medicare and Medicaid.

Violations of these laws are punishable by criminal and/or civil sanctions, including, in some instances, imprisonment and exclusion from participation in federal and state health care programs. We believe that we are in compliance with these laws, but the U.S. government could disagree and challenge our practices. As a result, we may have to change our advertising and promotional business practices, or our existing business practices may be challenged as unlawful due to changes in laws, regulations or rules or due to administrative or judicial findings. These factors may result in an adverse effect on our business, financial condition and results of operations.

In March 2024, the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers of the Government of India announced details of the Uniform Code of Pharmaceutical Marketing Practices, 2024 ("**UCPMP**") for marketing practices for the Indian pharmaceutical industry. The UCPMP, among other things, provides detailed guidelines about promotional materials, conduct of medical representatives, physician samples, gifts and relationships with healthcare professionals. For example, under the UCPMP, pharmaceutical companies may not supply, offer or promise any gifts, pecuniary advantages or benefits to persons qualified to prescribe or supply drugs. Further, the managing director or the chief executive officer of the company is responsible for ensuring adherence to the UCPMP and a self-declaration is required to be submitted by the managing director or the chief executive officer within two months of the closure of every financial year to the industry association for uploading the same on the website of the industry association which is also required to be uploaded on the company's website. While the Uniform Code for Pharmaceutical Marketing Practices, 2014 was a voluntary code, the UCPMP 2024 has been promulgated with a more mandatory approach. For further details, see "*Applicable Indian Regulations*".

The illegal distribution and sale by third parties of counterfeit versions of our products or of stolen products could harm our patients and reputation.

Our industry has been increasingly challenged by the vulnerability of distribution channels to illegal counterfeiting and the presence of counterfeit products in a growing number of markets and over the Internet. Third parties may illegally distribute and sell counterfeit versions of our products, which do not meet the rigorous manufacturing and testing standards that our products undergo. Counterfeit products are frequently

unsafe or ineffective, and can be potentially life-threatening. However, to distributors and patients, counterfeit products may be visually indistinguishable from the authentic version.

Reports of adverse reactions to counterfeit drugs or increased levels of counterfeiting could materially affect patient confidence in the authentic product, and harm the business of companies such as ours. Additionally, it is possible that adverse events caused by unsafe counterfeit products would mistakenly be attributed to the authentic product. In addition, there could be thefts of inventory at warehouses, plants or while in transit, which are not properly stored and which are sold through unauthorized channels. Public loss of confidence in the integrity of pharmaceutical products as a result of counterfeiting or theft could have an adverse effect on our business, financial condition and results of operations.

Reforms in the healthcare industry in the countries in which we operate, and the uncertainty associated with pharmaceutical pricing and reimbursement, could adversely affect the pricing and demand for our products.

The healthcare industry is subject to changing political, economic, and regulatory reforms that may also affect the pharmaceutical industry. From time to time, various national and transnational governmental and regulatory bodies, including the U.S. Congress, the European Commission, the Council of the EU and the European Parliament, adopt changes to the statutes that govern the agencies that oversee or regulate the industries in which we operate, including the CDSCO and the US FDA. In addition, the CDSCO, the US FDA and the EMA, among others, often issue new regulations or guidance, or revise or reinterpret their current regulations and guidance in ways that may significantly affect our business. Furthermore, governmental agencies throughout the world, including in the U.S., strictly regulate the drug development process. For example, the recent legislative changes, such as those introduced by the Inflation Reduction Act ("**IRA**") encompass a range of reforms that are intended to reduce prescription drug costs. These reforms could necessitate significant adjustments to our pricing strategies and may lead to narrower profit margins. One expected outcome of the IRA is the establishment of price controls on a selection of drugs. This could have a consequential effect on the research and development of new therapies, potentially diminishing the broader scope of R&D efforts for novel drugs and subsequently reducing the prospects for outsourcing in this sector.

In addition, the implementation of cost containment measures or other healthcare reforms may prevent us from being able to generate revenue, attain profitability, or commercialize our products. Such reforms could have an adverse effect on anticipated revenue from products and may affect our overall financial condition.

We cannot predict the initiatives that may be adopted in the future. The continuing efforts of governments, insurance companies, managed care organizations and other payers of healthcare services to contain or reduce costs of healthcare and/or impose price controls may adversely affect:

- the demand for our products, if we obtain regulatory approval;
- our ability to set a price that we believe is fair for our products;
- our ability to generate revenue and achieve or maintain profitability;
- the level of taxes that we are required to pay; and
- the availability of capital.

We are exposed to government price control which could negatively affect our results of operations.

In addition to normal price competition, the price of certain products is or may be restricted by price controls imposed by governments and healthcare providers in India, or in other countries to which we export our products.

The existence of price controls can limit the revenues we earn from our products. For example, in India, prices of certain pharmaceutical products are determined by the Drug Prices Control Order, 2013 ("**DPCO**"), promulgated by the Government of India and administered by the National Pharmaceutical Pricing Authority ("**NPPA**"). If a pharmaceutical product falls within the DPCO, the product's price could be significantly lower than what its market price would be without such price restriction. Further, the National Pharmaceutical Pricing Policy, 2012 sets out certain governing principles for the pricing of essential drugs, with the objective of ensuring reasonable prices and the availability of such medicines.

While we have not experienced any significant impact on our profitability due to these pricing restrictions in the Financial Years 2024, 2023 and 2022, any future changes to these prices stipulated by the DPCO, NPPA or other similar authorities, or the inclusion of our pharmaceutical products not currently within the DPCO, could have an adverse effect on our profitability.

Any trade or import protection policies may affect our business.

We distribute our products to various countries internationally. In the event that any of these countries to which we export imposes trade sanctions or enforces import restrictions or tariffs in relation to our products, our business and results of operations may be adversely affected. For example, the U.S. Congress has introduced the Biosecure Act, a bill to prevent the import and procurement of biopharmaceutical products manufactured by certain companies, including Chinese companies, into the U.S. The imposition of tariffs, trade restrictions, or other regulatory barriers by the Indian government or other governments could result in increased costs, supply chain disruptions, delays in our production processes or loss of access to markets. Any prolonged restrictions or heightened trade tensions could impair our operational efficiency and profitability.

Export destination countries may impose varying duties on our products. Any increase in such duties may adversely affect our business and results of operations.

A substantial portion of our products are exported and sold in various countries across the world. These destination countries may impose varying duties and other levies on our products, which may adversely affect our ability to compete with the local manufacturers and other competitors who, due to more widespread operations, are able to coordinate delivery and supplies from strategically located production facilities in a more cost competitive manner. There can be no assurance that the duties or other levies imposed on our products by such destination countries will not change or increase, or that such change or increase will not adversely affect our business and results of operations. See "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Contractual Obligations, Commitments and Contingent Liabilities.*"

We are exposed to the risk of changes in tax legislation and the interpretation of such legislation and a termination or expiration of governmental tax incentive programs or tax benefits in the jurisdictions in which we operate, and our tax liabilities could be larger than anticipated, which could adversely affect our overall effective tax rate.

Our activities are subject to tax at various rates around the world computed in accordance with local legislation and practice. Action by governments to increase tax rates or to impose additional taxes may reduce our profitability. Revisions to tax legislation or to its interpretation (whether with prospective or retrospective effect) may also affect our results and significant judgment is required in determining our provision for income taxes. Likewise, we are subject to audit by tax authorities in many jurisdictions. In such audits, our interpretation of tax legislation might be challenged and tax authorities in various jurisdictions may disagree with, and subsequently challenge, the amount of profits taxed in such jurisdictions. The ultimate outcome of such audits and related litigation could be different from our provision for taxes and might have an adverse effect on our financial statements.

In addition, particularly in emerging markets, tax laws may be interpreted inconsistently. The application and interpretation of laws by governmental authorities may therefore be uncertain and difficult to predict. In addition, in 2019, the Organisation for Economic Co-operation and Development ("**OECD**") launched an initiative on behalf of the G20 to minimize profit shifting by working toward a global tax framework to ensure that corporate income taxes are paid where consumption takes place, in addition to introducing a global standard on minimum taxation combined with new tax dispute resolution processes. The implementation of these new global principles begins in 2024. As countries unilaterally amend their tax laws to adopt certain parts of the OECD guidelines, this may increase tax uncertainty and may adversely impact our provision for income taxes and cash tax liability. The position we take on taxation-related matters is subject to possible review and investigation by tax authorities. If governmental authorities were to successfully challenge the tax positions we take, substantial fines, penalties and interest charges may be imposed on us. This could have an adverse impact on our business, financial condition, cash flows and results of operations.

Moreover, our tax expenses and the resulting effective tax rate reflected in our financial statements are likely to increase over time as a result of changes in corporate income tax rates, other changes in the tax laws of the various countries in which we operate or changes in the mix of countries where we generate profit. We have benefited or currently benefit from a variety of tax benefits that generally carry conditions that we must meet in order to be eligible to obtain such benefits. If we fail to meet the conditions upon which certain favorable tax treatment is based, we would not be able to claim future tax benefits and could be required to refund tax benefits already received. Additionally, some of these tax incentive programs and the related tax benefits are available to us for a limited number of years, and these benefits expire from time to time.

Any of the following could have a material effect on our overall effective tax rate:

- some government tax incentive programs may be discontinued;
- we may be unable to meet the requirements for continuing to qualify for some tax incentive programs;
- these tax incentive programs and tax benefits may be unavailable at their current levels;
- upon expiration of a particular benefit, we may not be eligible to participate in a new tax incentive program or qualify for a new tax benefit that would offset the loss of the expiring tax benefit; or
- we may be required to refund previously recognized tax benefits if we are found to be in violation of the stipulated conditions.

We have certain ongoing tax related proceedings and we may become subject to various tax litigations and claims, and any rulings against us could materially and adversely affect our business, financial condition and results of operations. For more information, see "*Legal Proceedings*".

We are subject to certain competition and antitrust laws throughout the world, including federal and state antitrust laws in the United States or equivalent.

Our business is subject to applicable competition and antitrust laws throughout the world, including federal and state antitrust laws in the United States. For example, the federal government and most states in the United States have enacted antitrust laws that prohibit specific types of anti-competitive conduct, including price fixing, wage fixing, concerted refusals to deal, price discrimination, monopolization, and tying arrangements, as well as acquisitions that have, or may have, a substantial adverse effect on competition.

Similarly, the Competition Act, 2002, of India, as amended ("**Indian Competition Act**") regulates, *inter alia*, practices that are likely to have an appreciable adverse effect on competition ("**AAEC**") in the relevant market in India. Further, the Competition Commission of India has extra-territorial powers and can investigate any agreements, abusive conduct or combination occurring outside India if such agreement, conduct or combination

has an AAEC in India. Under the Indian Competition Act, any formal or informal arrangement, understanding or action in concert, which causes or is likely to cause an AAEC is considered void and may result in the imposition of substantial penalties. The Indian Competition Act also prohibits abuse of a dominant position by any enterprise.

The Competition (Amendment) Act, 2023, passed by the Government of India on April 11, 2023, included several amendments to the Indian Competition Act, such as introduction of deal value thresholds for assessing whether a merger or acquisition qualifies as a "combination," expedited merger review timelines, codification of the lowest standard of "control" and enhanced penalties for providing false information or a failure to provide material information.

If we pursue acquisitions in the future, we may become subject to legal action or investigations and proceedings by national and supranational competition and antitrust authorities for alleged infringements of antitrust laws, which could result in sanctions, fines or other forms of liability, prompt follow-on private or putative class action claims or otherwise damage our business reputation, which could have an adverse effect on our business, financial condition, results of operations and prospects. Such laws and regulations could also limit or prohibit our ability to grow in certain markets.

We are exposed to risks of failing to comply with sanctions, anti-bribery and anti-corruption laws.

There is an increasing focus globally on the implementation and enforcement of anti-bribery and anti-corruption legislation, and doing business on a worldwide basis requires us to comply with the laws and regulations of various jurisdictions. In particular, our international operations are subject to anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act of 1977 (the "**FCPA**") and the United Kingdom Bribery Act of 2010 (the "**Bribery Act**," and, together with the FCPA, the Prevention of Corruption Act, 1988 and other similar regulations, "**Anti-Corruption Laws**"), and economic sanctions programs, including those administered by the United Nations, the European Union and the U.S. Department of the Treasury's Office of Foreign Assets Control (the "**Sanctions**"). The FCPA, together with similar statutes in other jurisdictions, prohibits providing anything of value to foreign officials for the purposes of obtaining or retaining business or securing any improper business advantage. In the context of our business, government officials interact with us in a variety of roles that are important to our operations, such as in the capacity of a regulator, partner or healthcare payer, reimburser or prescriber, among others. The provisions of the Bribery Act extend beyond the bribery of foreign public officials and are more onerous than the FCPA in a number of other respects, including jurisdiction, non-exemption of facilitation payments and penalties.

Economic and financial sanctions and trade embargo programs restrict our business dealings with certain sanctioned countries, persons and entities. We and certain of our affiliates have limited sales of our products or services, either directly or through third party distributors, in certain countries that are subject to various Sanctions, including Russia and Syria. The aggregate sales to these countries accounted for less than 0.50% of our revenue in each of the last three fiscal years. Our sales and purchases in these countries comply with all applicable Sanctions, including availing of certain exemptions or authorizations for U.S. Persons to engage in certain medical activities and/or sales or certain medical items subject to U.S. export controls to be exported to such sanctioned regions. We and certain of our affiliates also purchase limited amounts of certain pharmaceutical products from Cuba which we use as ingredients in certain of the products we sell and make certain other payments to entities located in Cuba and Russia. Neither our procurement of or dealings in these Cuban-origin items, nor our sales of items that incorporate these Cuban-origin ingredients, involves persons subject to U.S. jurisdiction or other touchpoints that would bring the activity into U.S. jurisdiction. For instance, we do not sell the finished goods incorporating these Cuban-origin items in the United States or to companies subject to U.S. jurisdiction. Therefore, our activities are in compliance with U.S. (and other applicable) sanctions. Although there is financial and reputational risk inherent to any business with or involving Sanctions targets, we believe that any such risks resulting from these operations and sales are quite

low. However, there can be no assurance that other persons and entities with whom we now, or in the future, may engage in transactions will not become subject to Sanctions. There can be no assurance that the countries in which we currently operate will not be subject to further and more restrictive Sanctions in the future. There can be no assurance that additional Sanctions will not be imposed on other countries or entities with which we do business.

We are exposed to a potential compliance risk with respect to Anti-Corruption Laws and Sanctions applicable in those countries in which we operate. In addition, some of the international locations in which we conduct business lack a developed legal system and have high-perceived levels of corruption. Our continued expansion and worldwide operations, including in developing countries, increase the potential compliance risk with respect to Anti-Corruption Laws, Sanctions or similar laws and regulations. While the Company has put in place internal policies and frameworks as required under applicable law, there can be no assurance that the actions of any individual employee will not expose us to actions under applicable anti-corruption laws or have an adverse reputational impact on us, even without the involvement of the Company.

Violations of Anti-Corruption Laws and Sanctions by us, our subsidiaries, our employees or our local agents or consultants are punishable by civil, criminal and administrative penalties, including fines, denial of export privileges, injunctions, asset seizures, revocations or restrictions of licenses, monitoring or self-reporting obligations and exclusion from government reimbursement programs, as well as possible imprisonment, any of which could materially adversely affect our reputation, business or results of operations.

We are subject to risks arising from interest rate fluctuations, which could adversely affect our business, financial condition and results of operations.

We borrow funds in the domestic and international markets from various banks and financial institutions to meet the long-term and short-term funding requirements for our operations and funding our growth initiatives. A majority of our borrowings are floating rate debt and, hence, are exposed to interest rate risk on such floating rate debt. Increases in interest rates may increase the cost of any floating rate debt that we incur. In addition, the interest rate that we will be able to secure in any future debt financing will depend on market conditions at the time, and may differ from the rates on our existing debt. If the interest rates are high when we need to access the markets for additional debt financing, our business, financial condition, results of operations and planned capital expenditures may be adversely affected.

We have incurred significant indebtedness, and we must service this debt and comply with our covenants to avoid refinancing risk.

While a substantial portion of our indebtedness is attributable to our Group's U.S.$1,200 million long-term acquisition loan for the biosimilar business of Viatris Inc. during the fiscal year ended March 31, 2023, we have also incurred significant indebtedness in connection with our operations. As at March 31, 2022, 2023 and 2024, our total outstanding indebtedness (comprising loans and borrowings, net of un-amortized transaction costs) amounted to ₹50,623 million, ₹144,823 million and ₹138,920 million (U.S.$1,665 million), respectively. Our total outstanding indebtedness (comprising loans and borrowings, net of un-amortized transaction costs) as at June 30, 2023 and June 2024 amounted to ₹150,728 million and ₹145,449 million (U.S.$1,743 million), respectively. Further, if we are unable to comply with the restrictions and covenants in our debt agreements or our current or future debt obligations and other agreements, there could be a default under the terms of these agreements. In the event of a default under these agreements, the holders of the debt could terminate their commitments to lend to us, declare all outstanding amounts due and payable and accelerate repayment of the debt, enforce security or terminate the agreements, as the case may be. Furthermore, some of our debt and other agreements contain cross-acceleration or cross default provisions. As a result, our default under one debt agreement may cause the acceleration of repayment of not only the debt under that particular agreement but also an acceleration or a default in other debt agreements. If any of these events occur, we cannot assure you

that our assets and cash flow would be sufficient to repay in full all of our indebtedness, or that we would be able to find alternative financing. Even if we could obtain alternative financing, we cannot assure you that it would be on terms that are favorable or acceptable to us. In addition, we are subject to contractual commitments we have made with our private equity investors, which may impact our ability to change our business strategy or obtain alternative financing.

Our ability to make scheduled payments on, or to refinance our obligations with respect to, our indebtedness, in a timely manner or at all, will depend on our financial and operating performance, which in turn will be affected by general economic conditions and by financial, competitive, regulatory and other factors beyond our control as provided in this section. We may not generate sufficient cash flow from operations and future sources of capital may not be available to us in an amount sufficient to enable us to service our indebtedness, or to fund our other liquidity needs. If we are unable to generate sufficient cash flow and capital resources to satisfy our debt obligations or other liquidity needs, we may have to undertake alternative financing plans, such as refinancing or restructuring our debt, selling assets, reducing or delaying capital investments or seeking to raise additional capital. Any failure to make payments of interest and principal on our outstanding indebtedness on a timely basis would likely result in a reduction of our credit rating, which could also harm our ability to incur additional indebtedness. In addition, any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations. There is no assurance that any refinancing would be possible, that any assets could be sold or, if sold, of the timing of the sales and the amount of proceeds that may be realized from those sales, or that additional financing could be obtained on acceptable terms, or at all.

In addition, during the fiscal year ended March 31, 2023, our Group acquired the biosimilar business of Viatris using a long-term loan amounting to U.S.$1,200 million (outstanding balance as of June 30, 2024, was U.S.$950 million). The repayment schedule for the outstanding amount as on June 30, 2024, is U.S.$238 million, U.S.$317 million and U.S.$395 million in fiscal years 2026, 2027 and 2028, respectively. Refinancing of the long-term loan through the Notes or through other funding opportunities available in the market is of significant importance to the financial condition of our Group, failing which it could impact the ability of the Group to meet the obligations as and when they fall due.

In the absence of such results of operations and resources, we could face substantial liquidity problems and might be required to dispose of material assets or operations to meet our debt service and other obligations. Other credit facilities restrict our ability to dispose of assets and use the proceeds from the disposition. We may not be able to consummate those dispositions or to obtain the proceeds which we could realize from them and these proceeds may not be adequate to meet any debt service obligations then due. Our inability to generate sufficient cash flows to satisfy our debt obligations, or to refinance our indebtedness on commercially reasonable terms and in a timely manner, would materially and adversely affect our financial condition and results of operations. See "*Description of Material Indebtedness*."

If we have difficulty in integrating companies or businesses that we merge with or acquire, we may be unable to realize the anticipated benefits of such mergers or acquisitions, or our existing business may be harmed.

We may expand our business through selective, targeted mergers or acquisitions of businesses and assets we believe to be complementary to our existing business. We may also seek to expand our business through complementary or strategic acquisitions of other businesses, products or assets, or through joint ventures, strategic agreements or other arrangements. Mergers and acquisitions, joint ventures or other business combinations may involve a number of risks, including diversion of management's attention, failure to retain key acquired personnel and clients, unanticipated events or circumstances, cultural differences, legal liabilities, regulatory risks and amortization of acquired intangible assets and other integration challenges or operational complexities, some or all of which could harm our financial condition and results of operations. We may also

incur substantial additional indebtedness and contingent liabilities relating to the businesses we acquire. Any such mergers or acquisitions, joint ventures or other business combinations may also disrupt our ongoing businesses, which may adversely affect our relationships with customers, employees, regulators and others with whom we have business or other dealings.

In particular, for newly acquired businesses, we cannot assure you that we have sufficient experience and expertise with operating and managing such businesses. We may also face challenges scaling up the business during the integration process. Further, if we are unable to realize synergies or other benefits expected to result from any acquisitions, joint ventures or other business combinations, or to generate additional revenue to offset any unanticipated inability to realize these expected synergies or other benefits, our growth and ability to compete may be impaired, which would require us to focus additional resources on the integration of operations rather than other profitable areas of our business and may otherwise cause an adverse effect on our business, financial condition and results of operations. Moreover, as we acquire businesses globally, we may struggle to integrate and bridge cultural gaps resulting in increased talent attrition, raising our costs and adversely affecting our profit and financial condition. The acquisition and related costs, including in particular the costs related to the integration of the business, may negatively impact our EBITDA following the acquisition. For example, in November 2022, we substantially acquired all of Viatris's biosimilars business and have since completed the integration of its business with our operations. If we are not able to realize the efficiency and increase the coverage of our biosimilars business through repositioning of our geographic footprint or by unlocking other anticipated synergies, we may be unable to realize the anticipated benefits of such acquisition and/or our existing business may be harmed.

We may acquire or make strategic non-controlling investments in complementary businesses or assets and enter into strategic partnerships or alliances with third parties in order to enhance our business. It is possible that we may not identify suitable investment, partnership or alliance candidates, or if we do identify suitable candidates, that we may fail to complete those transactions on terms commercially acceptable to us or at all. Furthermore, we may also fail to realize strategic benefits or encounter disputes with other partners in the partnerships we enter into, and accordingly, our competitiveness and growth prospects may be adversely affected.

Because we have substantial international operations, our sales and profits may be adversely affected by currency fluctuations and restrictions as well as credit risks and appreciation or depreciation of other currencies against the Indian rupee could affect the cost competitiveness of our international sales and reduce our overall profitability, increase the cost of our imports, borrowings and repayment of indebtedness and reduce our net income.

For Fiscal Years 2022, 2023 and 2024 and the three months ended June 30, 2023 and 2024, 79%, 88%, 90%, 92% and 97%, respectively, of our revenue from operations came from sales outside India. As a result, we are subject to significant foreign currency risks, including repatriation restrictions in certain countries. An increasing amount of our sales, particularly in the U.S. and Europe, is recorded in local currencies, which exposes us to the direct risk of exchange rate fluctuations, devaluations or hyperinflation. We may also be exposed to credit risks in some of these markets. The imposition of price controls or restrictions on the conversion of foreign currencies could also have an adverse effect on our financial results. In particular, in the fiscal years ended March 31, 2022, 2023 and 2024 and the three months ended June 30, 2024, we recorded sales and expenses in various currencies such as the U.S. dollar, Malaysian ringgit and Euro. As a result, fluctuations in exchange rates between the currencies in which such sales are generated and expenses are incurred and the functional currencies of the respective businesses may result in translation gains or losses.

We have in the past utilized certain hedging instruments and floating to fixed interest rate swap agreements. However, derivative financial instruments or other "hedging" techniques do not cover all our potential exposure, and some elements of our financial statements, such as our equity position or operating profit or borrowings, are not fully protected against foreign currency exposures. Therefore, we cannot assure you that we will be able

to limit all of our exposure to exchange rate fluctuations that could affect our financial results. Failure to hedge effectively against currency fluctuations may materially and adversely affect our financial condition and results of operations.

We, our directors, officers and controlling shareholders are and may from time to time be involved in legal and regulatory proceedings.

We, our directors, officers and controlling shareholders are and may from time to time be involved in legal and regulatory proceedings and claims in certain countries where we conduct our business or are resident in. In certain instances, these proceedings and actions may be attributable to dealings by our directors, officers or controlling shareholders either on a personal basis or with other companies and may not be related to us. These legal or regulatory proceedings may be pending at different levels of adjudication before various courts and tribunals and regulatory authorities. Should any new developments arise, such as changes in applicable law of the jurisdictions relevant to us, or rulings against us by appellate courts or tribunals or regulators, we may need to make provisions in our financial statements, which could increase our expenses and our liabilities. Further, we cannot assure you that any legal or regulatory proceedings will be decided in our favor and our financial liability may be enhanced in the event any court, tribunal or authority passes an adverse order against us. Any such adverse decision may have a significant adverse effect on our business, financial condition and results of operations.

India has an elaborate judicial framework with a multi-tier judicial machinery and a complex system of procedural and substantive laws, which may lead to actions and disputes in multiple fora. Litigation in India, or even the threat of litigation, can be expensive, lengthy and disruptive to normal business operations, and the results of litigation are inherently uncertain and may result in adverse rulings or decisions, including interim measures. Further, private citizens are permitted to initiate criminal complaints against companies and other individuals and we and our directors, officers and shareholders have in the past and may in the future be required to defend frivolous actions, which may not resolve in a timely manner.

Political instability in India or a significant change in the Indian Government's economic liberalization and deregulation policies could adversely affect general business and economic conditions in India and our business.

One of our three manufacturing facilities, our global headquarters office and our central R&D center are located in India. Our business and the market price and liquidity of our securities may be affected by foreign exchange rates and controls, interest rates, changes in government policy, taxation, natural calamities, social and civil unrest and other political, economic or other developments in or affecting India.

Since 1991, successive Indian governments have pursued policies of economic liberalization and financial sector reforms. The Indian government has traditionally exercised and continues to exercise influence over many aspects of the economy. The role of the Indian central and state governments in the Indian economy as producers, consumers and regulators has remained significant and we cannot assure you that such liberalization policies will continue. For example, there are certain restrictions on the conversion of Indian Rupees into foreign currency. In India, the Foreign Exchange Management Act, 1999 ("**FEMA**") regulates transactions involving foreign exchange and provides that certain transactions cannot be carried out without the general or special permission of the Reserve Bank of India ("**RBI**"). The FEMA has eased restrictions on most current account transactions as provided in the Foreign Exchange Management (Current Account Transaction) Rules, 2000, as amended. However, the RBI continues to exercise significant control over capital account transactions, which comprise transactions which alter the assets and liabilities, including contingent liabilities outside India of persons resident in India or assets and liabilities in India of persons resident outside India. Capital account transactions in India are governed by Foreign Exchange Management (Permissible Capital Account Transaction), Regulations, 2000, as amended, that sets out the permissible capital account transactions.

Additionally, corruption and protests against privatizations, which have occurred in the past, could slow down the pace of liberalization and deregulation in India. The rate of India's economic liberalization could change, and specific laws and policies affecting foreign investment, currency exchange rates and other matters affecting investment in India could change as well. Any such significant change could disrupt business and economic conditions in India generally, and specifically ours, as some of our assets, including one of our manufacturing facilities, are located in India, which may adversely affect our financial condition and results of operations.

Certain facts and statistics contained in this document have come from industry or other third-party publications, the reliability of which cannot be assumed or assured.

Certain facts and statistics in this document are derived directly or indirectly from third-party sources generally believed to be reliable. While we have taken reasonable care to reproduce such information, we cannot guarantee the quality and reliability of such source material. These facts and statistics have not been independently verified by us, the Joint Lead Managers or any of our or their respective affiliates or advisors or any other parties involved in this offering and, therefore, we make no representation as to the accuracy of such facts and statistics, which may not be consistent with other industry information and may not be complete or up to date. Furthermore, market share data contained herein has been derived from the Company's internal estimates and calculations and may not accurately reflect actual market shares or may differ from market share data collected by independent third parties. Due to possibly flawed or ineffective collection methods or discrepancies between published information and market practice, the facts and statistics in this document may be inaccurate and the statistics may not be comparable to statistics produced for other economies. Further, we cannot assure you that they are stated or compiled on the same basis or with the same degree of accuracy as may be the case elsewhere. In all cases, investors should give consideration as to how much weight or importance they should attach to or place on all such facts and statistics.

The Company is a party to agreements with certain shareholders and investors pursuant to which it requires consents and approval from such shareholders and investors to undertake prescribed activities

The Company has entered into agreements with certain shareholders and investors, including with Biocon Limited, Activ Pine LLP, Tata Capital Growth Fund II, Goldman Sachs India AIF Scheme - 1, Goldman Sachs India Alternative Investment Trust AIF Scheme - 2, Beta Oryx Limited, Serum Institute Life Sciences Private Limited, Mylan Inc., ESOF III Investment Fund and Edelweiss Alternative Asset Advisors Limited (collectively referred to as the "**Investor Shareholders**") (the "**Investor Agreements**").

The Investor Agreements grant certain rights to the Investor Shareholders, pursuant to which matters stipulated therein ("**Reserved Matters**") cannot be implemented by the Company without approval from all Investor Shareholders, or a majority of the Investor Shareholders, or a specific Investor Shareholder, as applicable. Such Reserved Matters pertain to, *inter alia*, the ongoing and day-to-day business of the Company, including, but not limited to, (i) alteration and modification of the Company's authorized share capital, (ii) any investment opportunities in entities primarily in the business of manufacturing biosimilars, (iii) any material change in the nature of the Company's business, (iv) amendments and grant of employee stock options under the Company's employee stock option plan(s) that exceed 5% of the Company's share capital, (v) availing external borrowings resulting in the external net debt of the Company exceeding certain specified financial thresholds, and (vi) disposal of any biologics assets prior to the Company's initial public offering.

While the management of the Company, including the Board of Directors, the Chief Executive Officer and Chief Financial Officer, has the authority to oversee the operations and management of the Company and take decisions in relation to the same, actions relating to the Reserved Matters will require prior approval from the Investor Shareholders.

Therefore, the Company may be required to obtain approval from the Investor Shareholders prior to undertaking business activities involving the Reserved Matters or comply with certain covenants in the Investor Agreements.

While we have received requisite consents under the terms of the Investor Agreements in relation to the issue and listing of Notes, and issue of the Guarantees, there can be no assurance that the Investor Shareholders will provide their consent for all such activities that the Company intends to undertake in furtherance of its ongoing business. Each of the Investor Shareholders have a right to dispute actions taken by the Company in relation to the Reserved Matters, and they may seek certain remedies under the Investor Agreements including termination, redemption of certain structured instruments, indemnity and/or damages and cross acceleration of payments under other agreements that the Company is party to, including facility agreements.

Risks Relating to the Notes, the Guarantees and the Collateral

Our ability to service all of our indebtedness, including the Notes, depends on many factors beyond our control and, if we cannot generate enough cash to service our indebtedness, we may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments on time or to refinance our obligations with respect to our debt, including the Notes, will depend on our financial and operating performance, which, in turn, is subject to prevailing economic, industry, financial, competitive, legislative, legal and regulatory factors and other factors beyond our control. We may not be able to maintain a level of cash flows from operating activities sufficient to permit us to fund our day-to-day operations or to pay the principal, premium, if any, and interest on our indebtedness, including the Notes.

Cash flows from operations are the principal source of funding for us. Our business may not generate cash flow from operations in an amount sufficient to fund our liquidity needs. If our cash flows are insufficient to service our indebtedness, including the Notes, we may be forced to reduce or delay capital expenditures, sell assets, seek additional capital or restructure or refinance our indebtedness, including the Notes. Our ability to restructure or refinance our indebtedness will depend on the condition of the capital and credit markets and our financial condition at such time. Any refinancing of our indebtedness could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations and limit our financial flexibility. In addition, the terms of existing or future debt agreements, including the Indenture, may restrict us from adopting some of these alternatives. In addition, any failure to make payments of interest and principal on our outstanding indebtedness on a timely basis would likely result in a reduction of our credit rating, which could harm our ability to incur additional indebtedness or increase the cost to us of any such indebtedness and may cause a default under the terms of our outstanding indebtedness. These alternative measures may not be successful or may be insufficient and, as a result, our liquidity and financial condition could be adversely affected, and we may not be able to meet our scheduled indebtedness service obligations.

If we cannot make scheduled payments on our indebtedness, we will be in default and Noteholders could declare all outstanding principal and interest to be due and payable, the assets subject to Collateral may be foreclosed and we could be forced into bankruptcy or liquidation. All of these events could result in you losing part or all of your investment in the Notes.

The Issuer may not have access to the cash flow and other assets of the Parent Guarantor and its subsidiaries that may be needed to make payment on the Notes.

The Issuer has a limited amount of cash flow to fund payments under the Notes, and will therefore depend on the earnings, loans and contribution of funds from the Parent Guarantor and its subsidiaries to make such payments. However, not all of the Parent Guarantor's subsidiaries are obligated to make funds available to the Issuer to make payment on the Notes. The terms in the financing arrangements of certain of the Parent Guarantor's subsidiaries (including subsidiaries holding assets that contribute a significant portion of our Group's revenue) limit, and future arrangements may limit, the amounts that such subsidiaries may provide to the Issuer to service its obligations under the Notes.

Additionally, legal constraints, such as restrictions relating to foreign exchange controls or transfer approvals, a lack of retained earnings or the solvency of the Parent Guarantor or its subsidiaries may also limit the amounts that the Parent Guarantor and/or its subsidiaries can provide directly or indirectly to the Issuer. If contributions from the Parent Guarantor and/or its subsidiaries to the Issuer were eliminated, delayed, reduced or otherwise impaired, the Issuer's ability to make payments on its debt obligations, including under the Notes, would be substantially impaired. In addition, our operating subsidiaries are separate and distinct legal entities, and may be restricted from making distributions by, among other things, applicable corporate and tax laws, overseas investment regulations and other laws and regulations and the terms of agreements to which they are or may become a party. While the Indenture limits the ability of our subsidiaries to incur consensual restrictions on their ability to pay dividends or make other intercompany payments to us, these limitations are subject to qualifications and exceptions. In the event that our subsidiaries are unable to make distributions, we may be unable to make required principal and interest payments on our indebtedness, including the Notes.

If we are unable to comply with the restrictions and covenants in our debt agreements or the Indenture, there could be a default under the terms of these agreements or the Indenture, which could cause repayment of our debt to be accelerated.

If we are unable to comply with the restrictions and covenants in the Indenture or our current or future debt obligations and other agreements, there could be a default under the terms of these agreements. In the event of a default under these agreements, the holders of the debt could terminate their commitments to lend to us, accelerate repayment of the debt and declare all outstanding amounts due and payable or terminate the agreements. In the event of an event of default under our existing debt agreements, the BBL Credit Facility Agreement or the New Facility, the lenders are entitled to exercise certain rights, including the right to proceed against all of the collateral securing such debt agreements, the BBL Credit Facility Agreement or the New Facility. We may not have, or be able to obtain, sufficient funds to repay Noteholders after we pay the lenders under the existing indebtedness to the extent of their collateral. Furthermore, some of our debt agreements contain cross-acceleration (including the Indenture) or cross-default provisions. If any of these events occur, we cannot assure you that our assets and cash flow would be sufficient to repay in full all of our indebtedness, or that we would be able to find alternative financing. Even if we could obtain alternative financing, we cannot assure you that it would be on terms that are favorable or acceptable to us.

Our substantial indebtedness could adversely affect our financial flexibility and our competitive position and prevent us from fulfilling our obligations under the Notes.

We have substantial indebtedness, which requires significant interest and principal payments. Moreover, we also have a cash consideration of U.S.$160 million which remains payable to Viatris as at June 30, 2024. See "*Business—Corporate History and Awards—Acquisition of Viatris' global biosimilar business*".

As at June 30, 2024, after giving effect to this offering, the New Facility (see *"Description of Material Indebtedness – Non-Indian Borrowings – The New Facility")* and the use of proceeds therefrom, our aggregate principal amount of outstanding indebtedness is as set forth in the "As adjusted" column in the section "Capitalization". See "*Description of Material Indebtedness*". Our substantial indebtedness could have significant effects on our business and consequences to a holder of the Notes. For example, it could:

- make it more difficult for us to satisfy our obligations with respect to our current and future indebtedness, including the Notes;
- result in a lower credit rating from various rating agencies;
- increase our vulnerability to adverse changes in prevailing economic, industry and competitive conditions;

- require us to dedicate a substantial portion of our cash flow from operations to make payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures, acquisitions, the execution of our business strategy and other general corporate purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- increase our cost of borrowing;
- restrict us from exploiting business opportunities;
- place us at a disadvantage compared to our competitors that have fewer indebtedness obligations; and
- limit our ability to borrow additional funds for working capital, capital expenditures, acquisitions, indebtedness service requirements, execution of our business strategy and other general corporate purposes.

We expect to use cash flow from operations to meet our current and future financial obligations, including funding our operations, indebtedness service requirements (including payments on the Notes) and capital expenditures. The ability to make these payments depends on our financial and operating performance, which is subject to prevailing economic, industry and competitive conditions and to certain financial, business, economic and other factors beyond our control.

There can be no assurance that the drawdown under the New Facility will be completed in a timely manner.

On September 23, 2024, we signed a commitment letter appending the heads of terms in relation to a new facility of up to U.S.$500 million. The drawdown under the New Facility is subject to the completion of legal documentation in relation to the New Facility and other conditions precedent. There can be no assurance that we will be able to make such a drawdown or such drawdown can be completed in a timely manner or that there will be no variation to the terms or definitive documentation in relation to the New Facility from what was agreed to in the commitment letter. See *"Description of Material Indebtedness – Non-Indian Borrowings – The New Facility"*. If we are unable to drawdown on the New Facility in a timely manner, we may not be able to repay the BBL Credit Facility in full and the lenders thereunder will have a claim for any outstanding amounts which have not been repaid with the proceeds of the Notes.

We may not be able to purchase the Notes upon a Change of Control Triggering Event, which would result in a default under the Indenture and would materially adversely affect our business and financial condition.

Upon a Change of Control Triggering Event as described under "*Description of the Notes*," we are required to make an offer to purchase all of the Notes then outstanding at 101% of their principal amount, plus accrued and unpaid interest to the date of purchase. We may not be able to repurchase the Notes upon a Change of Control Triggering Event because we may not have sufficient financial resources to purchase all of the debt securities that are tendered upon a Change of Control Triggering Event. If we fail to repurchase the Notes in that circumstance, we will be in default under the Indenture. We may require additional financing from third parties to fund any such purchases, and we may be unable to obtain financing on satisfactory terms or at all.

Further, our ability to repurchase the Notes may be limited by law, by regulatory authority or by agreements governing our future indebtedness. Our failure to repurchase Notes at a time when the repurchase is required by the Indenture would constitute a default under the Indenture. A default under the Indenture or the occurrence of the Change of Control Triggering Event may also lead to a default under agreements governing our future indebtedness. If the repayment of the related indebtedness were to be accelerated after any applicable notice or

grace periods or otherwise, we may not have sufficient funds to repay the indebtedness and repurchase the Notes.

Noteholders may not be able to determine when a Change of Control Triggering Event giving rise to their right to have the Notes repurchased has occurred following a sale of substantially all of our assets.

One of the circumstances under which a Change of Control may occur is upon the sale or disposition of all or substantially all of our assets. There is no precise established definition of the phrase "substantially all" under applicable law, and the interpretation of that phrase will likely depend upon particular facts and circumstances. Accordingly, the ability of a holder of the Notes to require us to repurchase its Notes as a result of a sale of less than all our assets to another person may be uncertain.

The Notes may be redeemed at the option of the Issuer, which may adversely affect the market price and liquidity of the Notes.

Subject to certain conditions, the Notes may be redeemed at the Issuer's option, as described in "*Description of the Notes*." As a result, the market price of the Notes may be affected when this option of the Issuer becomes exercisable and Noteholders may not be able to sell their Notes at an attractive price, thereby having an adverse effect on the market price and liquidity of the Notes.

Many of the covenants in the Indenture will not apply to us if the Notes are rated investment grade.

Many of the covenants in the Indenture will cease to apply to the Notes during such time, if any, as the Notes are rated investment grade by two rating agencies, provided that at such time no default has occurred and is continuing. Although there can be no assurance that the Notes will ever be rated investment grade, or if they are rated investment grade, that the Notes will maintain these ratings, any suspension of the covenants under the Indenture would allow us to engage in certain transactions that would not be permitted while these covenants were in effect. To the extent any suspended covenants are subsequently reinstated, any actions taken by us while the covenants were suspended would not result in an event of default under the Indenture on the basis that such actions would have been prohibited by the covenants. See "*Description of the Notes—Certain Covenants*."

Your ability to transfer the Notes may be limited by the absence of an active trading market, and an active trading market may not be maintained for the Notes.

We expect the Notes to be eligible for trading by "qualified institutional buyers," as defined under Rule 144A. The Initial Purchasers have advised us that they intend to make a market in the Notes, as permitted by applicable laws and regulations; however, the Initial Purchasers are not obligated to continue to make a market in the Notes and they may discontinue their market-making activities at any time without notice. Therefore, an active market for the Notes may not be maintained, which would adversely affect the market price and liquidity of the Notes. In such case, the Noteholders may not be able to sell their Notes at a particular time or at a favorable price. Future trading prices of the Notes may be volatile and will depend on many factors, including:

- the number of Noteholders;
- our operating performance and financial condition;
- our credit ratings;
- the market for similar securities;
- the interest of securities dealers in making a market for the Notes; and
- prevailing interest rates.

Historically, the market for non-investment grade indebtedness has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the Notes. The market, if any, for the Notes may

experience similar disruptions and any such disruptions may adversely affect the liquidity in that market or the prices at which you may sell your Notes. In addition, subsequent to their initial issuance, the Notes may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar notes, our performance and other factors.

The value of the Collateral may not be sufficient to repay the Notes in full and other pari passu secured indebtedness.

By no later than 45 days from the Original Issue Date, the Notes will be secured by the Collateral, which will consist of: (i) a first priority lien over all of the capital stock of the Issuer held by BUK; (ii) a first priority lien over all of the capital stock of BCIL held by BUK; and (iii) a first priority lien over all of the capital stock of BNCL held by the Parent Guarantor and BUK. BCIL and BNCL had been acquired by us in connection with the Viatris Acquisition. The value of the Collateral in the event of a bankruptcy or liquidation of the Issuer and the relevant obligor will depend on many factors. In particular, any lien only has value to the extent that the assets of such entity whose shares are pledged are worth more than its liabilities.

The Collateral may be shared on a *pari passu* basis by the Noteholders with respect to permitted *pari passu* secured indebtedness. Accordingly, in the event of a default under the Notes or the other secured indebtedness and a foreclosure of the Collateral, any foreclosure proceeds would be shared by the Noteholders and the holders of any other secured indebtedness in proportion to the outstanding amounts of each class of secured indebtedness.

By their nature, the liens which constitute the Collateral may be illiquid and have no readily ascertainable market value. In the event of a foreclosure, insolvency, liquidation, bankruptcy or similar proceeding in respect of the Parent Guarantor, the Noteholders may be treated as unsecured financial creditors (as beneficiaries of the Parent Guarantee) but secured other creditors (in relation to the pledge created by the Parent Guarantor over the shares of BNCL) for the purpose of the IBC, and the invocation of the Parent Guarantee, and the enforcement of lien in such a case will be subject to any moratorium declared by the courts under applicable law. Further, the proceeds from any sale or liquidation of the Collateral might not be sufficient to pay the obligations under the Notes. Any claim for the difference between the amount, if any, realized by Noteholders from the sale of the Collateral and the obligations under the Notes will rank equally in right of payment with all of the unsecured senior debt and other unsubordinated obligations of the Issuer and the Guarantors. See "*Risk Factors - Application of Indian insolvency-related laws to the Parent Guarantor in India may result in an adverse effect on the Noteholders.*"

None of the security interests in any of the Collateral will be granted, created or perfected on the date of issuance of the Notes, which may adversely affect the rights of holders of the Notes in the Collateral.

The obligations of the Issuer under the Notes and the Guarantors under the Guarantees will be secured by a security interest (subject to Permitted Liens and the Intercreditor Agreement) in the Collateral in favor of the Collateral Agent only upon the refinancing of the BBL Credit Facility Agreement and certain other financial liabilities as described in "*Use of Proceeds*" and release of the liens over the existing collateral securing such obligations. Accordingly, none of the security interests in any of the Collateral will be granted, created or perfected on the date of issuance of the Notes and rights of Holders of the Notes in such Collateral may be adversely affected. Under the terms of the Indenture, the obligations of the Issuer with respect to the Notes and the performance of all other obligations of the Issuer under the Indenture and the Notes will be secured by the Collateral, for the benefit of Holders and the Trustee, by no later than 45 days after the Original Issue Date. See "*Description of the Notes — Security*." Until the security interests in the Collateral are granted and perfected in favor of the applicable Collateral Agent, the Holders of the Notes will not have the benefit of the Collateral. If the Parent Guarantor and/or BUK fails to create and perfect such security interest in any of the Collateral for the benefit of the Holders of the Notes as provided in the Indenture, it would constitute a default under the

indenture. In addition, in such case, the claims of the Holders of the Notes with respect to the assets constituting the Collateral will rank *pari passu* with those of other senior unsecured creditors of the Issuer.

The rights over the Collateral will not be granted directly to the Noteholders.

Security over the Collateral for our and the Guarantors' obligations under the Notes, the Guarantees and the Indenture will not be granted directly to the Noteholders but will be granted only in favor of the Collateral Agent, who will be appointed as the Collateral Agent in accordance with the terms of the Indenture and other related transaction documents. Such Collateral Agent will hold such security on behalf of and for the benefit of the Trustee and the Noteholders. As a consequence, the Noteholders will not have direct access to the security and may not be entitled to take enforcement action in respect of the Collateral, except in accordance with the terms of the Indenture through the Trustee or the Collateral Agent who have agreed to apply any proceeds of enforcement on such security towards such obligations.

Furthermore, the Trustee and the Collateral Agent will not be under any obligation to exercise any rights or powers conferred under the Indenture, the Notes, the Guarantees or any of the Collateral Documents (as defined in "*Description of the Notes*") for the benefit of the Noteholders unless such holders have provided to the Trustee and the Collateral Agent an indemnity and/or security and/or pre-funding satisfactory to the Trustee and the Collateral Agent against any loss, liability or expense which they may incur in complying with such instructions. Negotiating and agreeing to an indemnity and/or security and/or prefunding can be a lengthy process and may impact on when such actions can be taken. If satisfactory indemnities or security are not provided in a timely manner by the Noteholders, any recovery under the Indenture, the Notes, the Guarantees or the Collateral Documents may be adversely affected.

Applicable law and other limitations on the enforceability of the Collateral may adversely affect our validity and enforceability of our obligations.

Our obligations under the Notes will be subject to the restrictions and limitations detailed herein, secured by the Collateral as described in this Offering Memorandum. In addition, enforcement of the Collateral will be limited to the extent of the amount which can be secured by us without rendering the security voidable or otherwise ineffective under applicable law. Enforcement of the Collateral against us will be subject to certain defenses available to security providers generally. These laws and defenses include those that relate to insolvency, voidable preference, financial assistance, corporate purpose or benefit, the preservation of share capital, thin capitalization and defenses affecting the rights of creditors generally.

The Notes may not be a suitable investment for all investors.

Each investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each investor should:

- have 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 in this Offering Memorandum;
- have 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 such investment will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the investor's currency;
- understand thoroughly the terms of the Notes, including certain agreements and representations that any person who purchases Notes at any time is required to make, or is deemed to have made, as a condition

to purchasing Notes or any legal or beneficial interest therein, and be familiar with any relevant financial markets;

- understand thoroughly the nature of the Notes and the Collateral and how the performance thereof may affect the pay-out and value of the Notes; and
- be able to evaluate (either alone or with the help of a financial advisor) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The Notes are complex financial instruments. An investor should not invest in the Notes unless it has the expertise (either alone or with the help of a financial advisor) to evaluate how the Notes and the Collateral will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the investor's overall investment portfolio.

Credit ratings may not reflect all risks, are not recommendations to buy or hold securities and may be subject to revision, suspension or withdrawal at any time.

One or more independent credit rating agencies may assign credit ratings to the Notes. The credit ratings address our and the Issuer's ability to perform our obligations under the terms of the Notes and credit risks in determining the likelihood that payments will be made when due under the Notes. The ratings may not reflect the potential impact of all risks related to the structure, market, additional risk 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 subject to revision, suspension or withdrawal by the rating agency at any time. No assurance can be given that a credit rating will remain constant for any given period of time or that a credit rating will not be lowered or withdrawn entirely by the credit rating agency if, in its judgment, circumstances in the future so warrant. A suspension, reduction or withdrawal at any time of the credit rating assigned to the Notes by one or more of the credit rating agencies may adversely affect the cost and terms and conditions of our financings and could adversely affect the value and trading of the Notes.

The rating of the Notes may be lowered or withdrawn depending on some factors, including the rating agency's assessment of the Parent Guarantor's financial strength and/or Indian sovereign risk.

The Notes are expected to be rated "BB" by S&P and "BB" by Fitch. The rating addresses the likelihood of payment of principal on the maturity date of the Notes. The rating also addresses the timely payment of interest on each payment date. The rating of the Notes is not a recommendation to purchase, hold or sell the Notes, and the rating does not comment on market price or suitability for a particular investor. The Issuer cannot give any assurance that the rating of the Notes will remain for any given period of time or that the rating will not be lowered or withdrawn. A downgrade in the rating of the Notes will not be an event of default under the terms of the Notes. The assigned rating may be raised or lowered depending, among other factors, on the rating agency's assessment of the Parent Guarantor's financial strength as well as its assessment of Indian sovereign risk generally.

Noteholders are exposed to risks relating to Singapore taxation.

The Notes are, pursuant to the Income Tax Act 1947 of Singapore (the "**Income Tax Act**") and the MAS Circular FDD Cir 08/2023 entitled "Qualifying Debt Securities and Primary Dealer Schemes – Extension and Refinements" issued by the Monetary Authority of Singapore ("**MAS**") on May 31, 2023, intended to be "qualifying debt securities" for the purposes of the Income Tax Act, subject to the fulfillment of certain conditions more particularly described in the section "*Taxation—Singapore Taxation*." However, there is no assurance that the Notes will continue to enjoy the tax concessions in connection therewith should the relevant tax laws or MAS circulars be amended or revoked at any time.

Investment in the Notes may subject you to foreign exchange risks.

The Notes are denominated and payable in U.S. dollars. If an investor measures its investment returns by reference to a currency other than U.S. dollars, an investment in the Notes entails foreign exchange-related risks, including possible significant changes in the value of the U.S. dollar relative to the currency by reference to which an investor measures its investment returns, due to, among other things, economic, political and other factors over which we have no control. Depreciation of the U.S. dollar against such currency could cause a decrease in the effective yield of the Notes below their stated coupon rates and could result in a loss when the return on the Notes is translated into such currency. In addition, there may be adverse tax consequences for investors as a result of any foreign exchange gains resulting from any investment in the Notes.

Furthermore, the revenues and expenses in India and other regions are denominated in Indian rupee and other currencies, and which the Issuer expects to be a primary source of funds to fulfill its payment obligations under the Notes. Depreciation of the Rupee and the other currencies against the U.S. dollar, to the extent not fully hedged, could adversely affect the U.S. dollar value of our earnings and the Issuer's ability to satisfy its obligations under the Notes.

You may be unable to enforce your rights under U.S. bankruptcy law; and the insolvency laws of India, the United Kingdom, Ireland, Malaysia and the other relevant jurisdictions may differ from U.S. bankruptcy law or those of another jurisdiction with which you are familiar.

Each of the Issuer and the Guarantors is incorporated outside the United States under the laws of India, the United Kingdom, Ireland and Malaysia. Under United States federal bankruptcy law, courts typically have jurisdiction over a debtor's property, wherever located, including property situated in other countries. However, courts outside of the United States may not recognize the United States bankruptcy court's jurisdiction. Accordingly, difficulties may arise in administering a United States bankruptcy case with property located outside the United States, and any orders or judgments of a bankruptcy court in the United States may not be enforceable outside of the United States.

Because the Issuer and the Guarantors are incorporated under the laws of different jurisdictions, such as India, the United Kingdom, Ireland and Malaysia, an insolvency proceeding relating to the Issuer or the Guarantors, even if brought in the United States, would likely involve insolvency laws under the laws of India, the United Kingdom, Ireland and Malaysia, the procedural and substantive provisions of which may differ from comparable provisions of United States federal bankruptcy law.

Any insolvency proceeding relating to the Parent Guarantor would likely involve the insolvency laws of India, the procedural and substantive provisions of which may differ significantly from comparable provisions of the local insolvency laws of jurisdictions with which the prospective investors are familiar. Further, the insolvency and bankruptcy regime in India was implemented in 2016 and is still evolving. The insolvency laws have already been amended several times in consideration of industry requirements and best practices. Potential investors should analyze the risks and uncertainties related to the application of insolvency and related laws of Singapore, India and other relevant jurisdictions to the Issuer and the Guarantors carefully before making an investment in the Notes.

There can be no assurance that the Issuer or the Guarantors will not become bankrupt, unable to pay their respective debts or insolvent or be the subject of judicial management, schemes of arrangement, winding-up or liquidation orders or other insolvency-related proceedings or procedures. In the event of an insolvency or near insolvency of the Issuer or Guarantors, the application of certain provisions of the insolvency and related laws of India, the United Kingdom, Ireland and Malaysia may have an adverse effect on Noteholders.

Noteholders may have difficulty enforcing judgments against the Parent Guarantor or its respective management in the Indian courts.

The enforcement by Noteholders of civil liabilities, including the ability to effect service of process and to enforce judgments obtained in courts outside of India, may be affected adversely by the fact that the Parent Guarantor is incorporated under the laws of India. As a result, it may be difficult for investors to effect service of process upon the Parent Guarantor or such persons outside India, or to enforce judgments obtained against such parties outside India predicated upon civil liabilities of the Parent Guarantor or such directors and executive officers under laws other than Indian laws, including judgments predicated upon the civil liability provisions of the federal securities laws of the United States or any state or territory within the United States. The recognition and enforcement of foreign judgments in India is governed by Sections 13 and 44A of the Civil Code, which provide that a suit must be brought in India within three years from the date of the judgment sought to be enforced. However, Section 44A of the Civil Code is applicable only to monetary decrees not being in the nature of any amounts payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty and shall in no case include an arbitration award, even if such award is enforceable as a decree or judgment. While the United Kingdom and Singapore have been declared by the Indian Government to be reciprocating territories for the purposes of Section 44A of the Civil Code, the United States has not been so declared. A judgment of a court in a jurisdiction which is not a reciprocating territory may be enforced only by a fresh suit upon the judgment and not by proceedings in execution. Generally, there are considerable delays in the disposal of suits by Indian courts. It is unlikely that a court in India would award damages on the same basis as a foreign court if an action is brought in India.

Furthermore, it is unlikely that an Indian court would enforce foreign judgments if it viewed the amount of damages awarded as excessive or inconsistent with Indian practice. A party seeking to enforce a foreign judgment in India is required to obtain prior approval from the RBI under the FEMA to repatriate any amount recovered. Any judgment in a foreign currency would be converted into Indian Rupees on the date of the judgment and not on the date of the payment. We cannot predict whether a suit brought in an Indian court will be disposed of in a timely manner or be subject to considerable delays. See "*Service of Process and Enforceability of Civil Liabilities*."

We will follow the applicable disclosure standards for debt securities listed on the SGX-ST, which standards may be different from those applicable to companies in certain other countries.

We will be subject to continuing listing obligations in respect of the Notes to be listed on the SGX-ST. The disclosure standards imposed by the SGX-ST for such continuing listing obligations may be different from those imposed by securities exchanges in other countries or regions such as the U.S. or the United Kingdom. As a result, the level of information that is available may not correspond to what investors in the Notes are accustomed to.

Since the Global Notes are held by or on behalf of the relevant clearing systems, investors will have to rely on the relevant clearing system's procedures for transfer, payment and communication with the Issuer.

The Notes will be represented by the Global Notes except in certain limited circumstances. The Global Notes will be deposited with, and registered in the name of, a nominee of the Depository Trust Company. Except in certain limited circumstances set out in the Global Notes, investors will not be entitled to receive definitive certificates. The relevant clearing system will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by the Global Notes, investors will be able to trade their beneficial interests only through the relevant clearing system. The Issuer or, as the case may be, the relevant Guarantors will discharge our payment obligations under the Notes by making payments to or to the order of the relevant clearing system for distribution to the account holders. A holder of a beneficial interest in any of the Global Notes must rely on the procedures of the relevant clearing system to receive payments under the Notes.

Each of the Issuer and the Guarantors have no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes. Holders of beneficial interests in the Global Notes will not have a direct right under the Global Notes to take enforcement action against us in the event of a default under the Notes but will have to rely upon the Trustee to enforce their rights under the Indenture.

Noteholders' right to receive payments on the Notes and the Parent Guarantee is junior to certain tax and other liabilities preferred by law.

The Parent Guarantee is an unsecured obligation of the Parent Guarantor and will be effectively subordinated to all of the Parent Guarantor's present and future secured indebtedness to the extent of the value of the collateral securing such obligations. In addition, the Notes and the Parent Guarantee will rank subordinate to certain liabilities preferred by law such as claims of the GoI on account of taxes and certain liabilities incurred in the ordinary course of our business (including workers' dues). Indian laws relating to the Parent Guarantee and to the enforcement thereof may differ, in some cases significantly, from the laws in other jurisdictions. Upon an order for a company's liquidation or winding-up in India, its assets are vested in a liquidator that has wide powers to liquidate such company to pay its debt and administrative expenses. The assets of the Issuer or the Parent Guarantor, as the case may be, will be available to pay obligations on the Notes and the Parent Guarantee only after all of the above liabilities that rank senior to the Notes and the Parent Guarantee have been paid.

Further, in the event of bankruptcy, liquidation or winding-up, the Notes and/or the Parent Guarantee may not be deemed to rank senior in right of payment to any future subordinated indebtedness of the Issuer or the Parent Guarantor, as the case may be, and, as such, Noteholders may not receive any recovery on the Parent Guarantee or the Collateral created by the Parent Guarantor.

The Guarantees may be challenged under applicable insolvency or fraudulent transfer laws, which could impair the enforceability of the Guarantees.

Under bankruptcy laws, fraudulent transfer laws, insolvency or unfair preference or similar laws in India and other jurisdictions where a future guarantor may be established, a guarantee could be voided, or claims in respect of a guarantee could be subordinated to all other debts of that guarantor if, among other things, the guarantor, at the time it incurred the indebtedness evidenced by, or when it gives, its guarantee:

- incurred the debt with the intent to hinder, delay or defraud creditors or was influenced by a desire to put the beneficiary of the guarantee in a position which, in the event of the guarantor's insolvency, would be better than the position the beneficiary would have been in had the guarantee not been given;
- received less than reasonably equivalent value or fair consideration for the incurrence of such guarantee;
- was insolvent or rendered insolvent by reason of the incurrence of such guarantee;
- was engaged in a business or transaction for which the guarantor's remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature.

The measure of insolvency for purposes of the foregoing will vary depending on the laws of the applicable jurisdiction. For instance, in India, an operational or financial creditor may initiate a corporate insolvency resolution process against the debtor on default in payment of debt by the debtor beyond INR 10,000,000.

In addition, a guarantee may be subject to review under applicable insolvency or fraudulent transfer laws in certain jurisdictions or subject to a lawsuit by or on behalf of creditors of the guarantor. In such case, the analysis set forth above would generally apply, except that the guarantee could also be subject to the claim that, since

the guarantee was not incurred for the benefit of the guarantor, the obligations of the guarantor thereunder were incurred for less than reasonably equivalent value or fair consideration.

Under the provisions of the Insolvency and Bankruptcy Code, 2016 of India ("**IBC**"), a transaction of a company made within a period of two years (in the case of related parties) or a period of one year (in the case of non-related parties), preceding the insolvency commencement date, if undervalued, may be declared void by the National Company Law Tribunal, pursuant to an application made in this regard by the liquidator or resolution professional. Additionally, the Companies Act prescribes that where a company has given preference to a person who is one of the creditors of the company or a surety or guarantor for any of the debts or other liabilities of the company, and the company does anything or suffers anything done which has the effect of putting that person into a position which, in the event of the company going into liquidation, will be better than the position it would have been in if that thing had not been done prior to six months of making a winding-up application, the National Company Law Tribunal, if satisfied that such transaction is a fraudulent preference, may order as it may think fit for restoring the position to what it would have been if the company had not given that preference.

In an attempt to limit the applicability of insolvency and fraudulent transfer laws in certain jurisdictions, the obligations of the Guarantors under the Guarantees will be limited to the maximum amount that can be guaranteed by the applicable Guarantor without rendering the guarantee, as it relates to such Guarantor, voidable under such applicable insolvency or fraudulent transfer laws. If a court voids the Guarantee, subordinates such guarantee to other indebtedness of the Guarantors, or holds the Guarantee unenforceable for any other reason, Noteholders would cease to have a claim against that Guarantor based upon such guarantee, would be subject to the prior payment of all liabilities (including trade payables) of such Guarantor, and would solely be creditors of the Issuer and any Guarantor whose guarantees have not been voided or held unenforceable. We cannot assure you that, in such an event, after providing for all prior claims, there would be sufficient assets to satisfy the claims of the Noteholders.

For more information on this in respect of Irish law and the Irish Guarantor, see "*Limitations on Validity and Enforceability and Certain Insolvency Law Considerations – Ireland – Challenges to Guarantees and Security*" below.

The enforceability of the Parent Guarantee will be subject to Indian law.

The laws of India may limit (i) on account of a change in applicable regulations, the ability of the Parent Guarantor to guarantee the Notes, and/or (ii) any obligations other than such entities' direct obligations or the obligations of such entities' subsidiaries and/or impose a time limit pursuant to which a claim must be made under the Parent Guarantee. These limitations arise under various provisions or principles of corporate and tax law which include provisions requiring a guarantor to receive adequate corporate benefit from the financing, financial assistance rules, rules governing preservation of share capital and fraudulent transfer principles. Accordingly, if the Noteholders were to enforce the Parent Guarantee, their claims may be limited. If these limitations were not observed, the Parent Guarantee could be subject to legal challenge.

Under the laws of India, a guarantor may be considered to be discharged of its guarantee obligations upon the occurrence of the following:

(i) there is a material alteration to the terms of the contract between the principal debtor and the creditor, without the consent of the guarantor. However, the guarantor would continue to be liable for obligations effected prior to the variation;

(ii) the principal debtor is released of its obligations to the creditor or by any act or omission of the creditor, the legal consequence of which is the discharge of the principal debtor, unless there is an agreement to the contrary;

(iii) the creditor makes a composition with or promises to give time to, or not to sue, the principal debtor, unless the guarantor agrees to such contract;

(iv) the creditor does any act which is inconsistent with the rights of the guarantor or omits to do any act which their duty to the guarantor requires them to do and the eventual remedy of the guarantor against the principal debtor is discharged; or

(v) if the guarantor chooses to waive its rights under (i) to (iv) above, and such waivers are not upheld by the courts in India.

The liability of the Parent Guarantor will be capped and is subject to the Parent Guarantor having sufficient net worth and compliance with various regulations as well as an overall exposure limit.

The guarantee extended by the Parent Guarantor will be required to comply with the requirements prescribed under the Indian OI Guidelines. The Indian OI Guidelines mandate that a guarantee cannot be open-ended i.e. the amount of the guarantee should be specified upfront. Therefore, the Parent Guarantor's aggregate potential liability under the Parent Guarantee cannot be unlimited and will be capped at all times to an amount equal to 100% of the total aggregate principal amount of the Notes outstanding from time to time until April 30, 2025, and thereafter, 110% of the total aggregate principal amount of the Notes outstanding from time to time, as described in "*Description of the Notes*." Under certain circumstances, including as a result of the accrual of interest over time, amounts due in respect of the Notes may exceed such cap. Any payment in excess of such cap and in excess of permissible threshold under the FEMA OI Regulations, will require the prior approval of the RBI. No assurance can be given that any such approval would be obtained in a timely manner, or at all.

Additionally, the total financial commitment of the Parent Guarantor (including the proposed guarantee), in all foreign entities taken together at the time of undertaking such commitment cannot exceed 400% of its net worth as on the date of the last audited balance sheet, or as may be directed by the RBI in consultation with the GoI from time to time. Furthermore, the financial commitment by the Parent Guarantor cannot exceed an amount equivalent to U.S.$1 billion in a financial year without the prior approval of the RBI. There are certain circumstances where the liability under the Parent Guarantee may need to be increased, including after April 30, 2025, when the amount of the Parent Guarantee will increase to 110% of the total aggregate principal amount of the Notes outstanding, as described in "*Description of the Notes*." The ability of the Parent Guarantor to effect the increase will be subject to its compliance with the Indian OI Guidelines, including the aforesaid limitations. Approval of the RBI will be required for any increase in liability under the Parent Guarantee over the limits specified above. Additional approvals may also be required on account of a change in the applicable regulations. No assurance can be given that any such approval would be obtained in a timely manner, or at all, and accordingly the Parent Guarantor cannot assure you that the liability under the Parent Guarantee will be increased in the manner described in "*Description of the Notes*."

The liability of the Parent Guarantor will end on the expiry of the Guarantee Period.

Under the Indian OI Guidelines, the period of a guarantee should be specified upfront as the guarantee cannot be open ended. Accordingly, the Parent Guarantee will have a fixed term and the Parent Guarantor and will expire on the date falling 45 calendar days after the final Stated Maturity of the Notes, whether or not the Notes have been redeemed in full by such expiry date. The Noteholders will have the right to invoke the Guarantee prior to its expiry in accordance with "*Description of the Notes*."

Risks associated with the Collateral provided by the Parent Guarantor.

The pledge over the shares of BNCL held by the Parent Guarantor is permissible under India law, subject to compliance with the Indian OI Guidelines. Furthermore, the pledge over the shares of BNCL held by the Parent Guarantor cannot be created in favor of an entity which is formed, registered or incorporated in Pakistan or in any other judication which the GoI may prescribe from time to time, without the prior approval of the GoI.

Additionally, the shares over which the pledge is proposed to be created are unlisted and, therefore, the lien may be illiquid and have no readily ascertainable market value. The sale of such shares after the enforcement of the pledge may be a time-consuming process, and the proceeds from such sale of shares may not be sufficient to discharge all the obligations under the Notes.

Further, in relation to the assets forming a part of the Collateral in India, under section 281 of the Indian Income Tax Act, a charge created by a person over assets (save and except for assets forming a part of stock in trade) shall be void as against any claim in respect of any tax or other sum payable by such person under any proceedings or claims under the Indian Income Tax Act, which were pending at the time of creation of the charge, unless the permission of the relevant tax authorities is obtained prior to the creation of the charge. Furthermore, even if the Parent Guarantor applies for permission under section 281 of the Indian Income Tax Act prior to execution of the Collateral Documents, such permission of relevant tax authorities may not be received under section 281 of the Indian Income Tax Act, and the charge so created shall be void as against any claim in respect of any tax or other sum payable as a result of the completion of any proceedings which are either pending under the Indian Income Tax Act at the time of execution of the Collateral Documents or which have been completed but no notice has been served in respect of such proceedings under the Indian Income Tax Act, which may adversely affect the interests of the Noteholders.

Similarly under the Central Goods and Services Tax Act, 2017 and under applicable State Goods and Services Tax Acts, a sale, mortgage, charge or any other mode of transfer of any of the properties (including shares and securities) by a person, after any amount has become due from it under the relevant legislation, with the intention of defrauding the government revenue, shall be void as against any claim in respect of any tax or other sum payable by such person, unless such charge or transfer was made for adequate consideration, in good faith and without notice of the pendency of such proceedings or, as the case may be, without notice of such tax or other sum payable by the said person, or with the previous permission of the relevant officer.

If permission of the relevant tax authorities is not received, the charge or transfer so created shall be void as against any claim in respect of any tax or other sum payable as a result of the completion of any proceedings which are either pending under the Indian Income Tax Act, the Central Goods and Services Tax Act, 2017, if applicable, and/or under the applicable State Goods and Services Tax Acts, if applicable, at the time of execution of the Collateral Documents or which have been completed but no notice has been served in respect of such proceedings. There can be no assurance that such permission from the relevant tax authorities will be received.

In accordance with the applicable insolvency laws in India, namely the IBC, where a liquidator or a resolution professional is of the opinion that a company has undertaken preferential transactions (of transferring any property or any interest in any property) during a period of two years (in the case of transfer to a related party) or one year (in the case of transfer to a non-related party), preceding the insolvency commencement date, which has the effect of putting a creditor, surety or guarantor in a more beneficial position in relation to distribution of assets after liquidation of the company than it otherwise would have been in, such liquidator or resolution profession may file an application before the National Company Law Tribunal, praying for avoidance of such preferential transaction. Further, under the provisions of the IBC, a transaction of a company made within a period of two years (in the case of related parties) or a period of one year (in the case of non-related parties), preceding the insolvency commencement date, if undervalued, may be declared void by the National Company Law Tribunal, pursuant to an application made in this regard by the liquidator or resolution professional.

Additionally, the Companies Act prescribes that if in the view of the National Company Law Tribunal, a company has given preference to a person who is one of the creditors of the company, which has the effect of putting such person into a position which, in the event of the company going into liquidation, will be better than the position such person would have been in if that thing had not been done, and such preference has been provided within six months of the winding-up application being filed, the National Company Law Tribunal may

pass such orders as it may think fit for restoring the position to what it would have been if the company had not been given such preference.

Creation of security over the assets of the Parent Guarantor and issuance of the Parent Guarantee will accordingly be subject to the above-mentioned security-hardening provisions.

Application of Indian insolvency-related laws to the Parent Guarantor in India may result in an adverse effect on the Noteholders.

The IBC provides for reorganization and insolvency resolution of corporate persons. The IBC offers a uniform, comprehensive insolvency legislation encompassing all companies, partnerships and individuals (other than financial firms). It allows creditors to assess the viability of a debtor as a business decision and agree upon a plan for its revival or a speedy liquidation. The IBC enables creditors to file a corporate insolvency and resolution petition ("**CIRP**") against debtors, including on default in payment of a debt or guaranteed obligations in relation to a debt. In the event the CIRP is admitted by a National Company Law Tribunal against a debtor, the moratorium provisions under the IBC prohibit, among other things, the creation of any encumbrance, disposing of assets of such debtor, any action enforcing the security interest of such debtor and the institution or continuation of legal proceedings against such debtor. If the IBC provisions are invoked against the Parent Guarantor, it may adversely affect the Noteholders' right to enforce the Parent Guarantee and the security created by the Parent Guarantor.

Since the introduction of the IBC, it has become the main framework within which insolvency proceedings against corporate persons are undertaken. The liquidation waterfall in case such corporate person has to undergo liquidation prioritises secured over unsecured creditors, unless the secured creditors choose to enforce their security outside the liquidation waterfall. For the purpose of IBC, the Noteholders will be unsecured financial creditors with respect to the Parent Guarantee and other secured creditors in respect of the security provided.

Remittance of funds outside India pursuant to any indemnification obligation or other obligation (which is not the Parent Guarantee) of the Parent Guarantor in relation to the Notes requires prior RBI approval.

Remittance of funds outside India by the Parent Guarantor pursuant to indemnity clauses or other payment obligations (which is not the Parent Guarantee) under the Indenture or any other agreements in relation to the Notes requires prior RBI approval under the Foreign Exchange Management Act, 1999 and rules and regulations made thereunder. Any approval, if and when required, for the remittance of funds outside India is at the discretion of the RBI and the Parent Guarantor can provide no assurance that we will be able to obtain such approval.

USE OF PROCEEDS

The gross proceeds of this offering are U.S.$792,328,000.

Subject to compliance with applicable laws and regulations, we intend to use the net proceeds of this offering to:

- refinance the BBL Credit Facility Agreement and certain other financial liabilities; and
- pay any other costs in relation to the issuance of the Notes and the refinancings.

Certain of the Initial Purchasers and/or their affiliates have and will continue to have additional relationships with the Company. See "*Plan of Distribution*". In particular, certain of the Initial Purchasers and/or their affiliates act as arrangers and lenders under loan facilities and may receive a portion of the proceeds of the offering of the Notes in connection with the repayment thereof.

CAPITALIZATION

The following table sets forth our capitalization as at June 30, 2024 on an actual basis and as adjusted to give effect to: (1) this offering and the expected use of proceeds, (2) the New Facility and the application of proceeds thereof, and (3) the use of existing cash and bank balances towards the repayment and refinancing of existing current borrowings and non-current borrowings. This table should be read in conjunction with "*Management's Discussion and Analysis of Financial Condition and Results of Operations*," "*Use of Proceeds*" and our financial statements contained elsewhere in this Offering Memorandum.

Except as disclosed below, there has been no material change to our capitalization since June 30, 2024, and as at the date of this Offering Memorandum.

	As at June 30, 2024			
	Actual		As adjusted[5]	
	(₹ millions)	*(U.S.$ millions)*	*(₹ millions)*	*(U.S.$ millions)*
Equity				
Equity share capital	13,217	158	13,217	158
Other equity	178,671	2,141	177,333	2,125
Total equity	**191,888**	**2,299**	**190,550**	**2,283**
Borrowings				
Current borrowings[1]	32,791	393	21,136	253
Non-current borrowings[2]	112,658	1,350	32,183	386
Notes offered hereby	—	—	66,763	800
New Facility[3]	—	—	26,705	320
Total current and non-current borrowings	**145,449**	**1,743**	**146,787**	**1,759**
Total Capitalization[4]	**337,337**	**4,042**	**337,337**	**4,042**

Notes:

(1) Includes working capital facilities as further described in "*Description of Material Indebtedness.*"

(2) Includes the non-convertible redeemable preference shares held by Biocon Limited of INR 2,054 million, the non-cumulative redeemable convertible preference shares held by Biocon SA, a fellow subsidiary of INR 857 million, the optionally convertible debentures issued to Biocon Limited in June 2023 and June 2024 of INR 6,311 million and INR 5,924 million respectively, the redeemable optionally convertible debentures issued to Goldman Sachs India AIF Scheme-1 and Goldman Sachs India Alternative Investment Trust Scheme-2 of INR 15,131 million and the compulsory convertible debentures issued to Edelweiss Alternative Asset Advisors Limited and ESOF III Investment Fund of INR 150 million, each outstanding as of June 30, 2024 and further described in the notes to our Audited Financial Statement. See "*Description of Material Indebtedness*."

(3) See "*Description of Material Indebtedness – Non-Indian Borrowings – The New Facility*".

(4) The sum of total equity and current and non-current borrowings.

(5) The "As adjusted" data set forth above gives effect to:

- the issuance of the Notes amounting to U.S.$800 million (equivalent to INR 66,763 million), the proposed drawdown of U.S.$320 million (equivalent to INR 26,705 million) under the New Facility; and
- the application of the proceeds of the Notes and the New Facility and the use of existing cash and bank balances towards the repayment and refinancing of existing current borrowings of U.S.$140 million (equivalent to INR 11,655 million) and non-current borrowings of U.S.$980 million (equivalent to INR 81,813 million). For the avoidance of doubt, this does not reflect the payment of costs in relation to the issuance of the Notes and the refinancings. The gross proceeds of this offering are expected to be U.S.$ 792,328,000.
- Other equity includes impact of unamortized cost of refinanced debts of U.S.$16 million (equivalent to INR 1,338 million).

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read in conjunction with our Consolidated Financial Statements and financial information and operating data included elsewhere in this Offering Memorandum. This discussion contains forward-looking statements that reflect our current views with respect to future events and financial performance. See "Forward-Looking Statements" for a discussion of the risks relating to such forward-looking statements. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of factors such as those set forth under "Risk Factors" and elsewhere in this Offering Memorandum. Under no circumstances should the inclusion of forward-looking statements herein be regarded as a representation, warranty or prediction with respect to the accuracy of the underlying assumptions by us, the Joint Lead Managers or any other person. Investors are cautioned not to place undue reliance on these forward-looking statements that speak only as at the date hereof. Our Consolidated Financial Statements included elsewhere in this Offering Memorandum have been prepared in accordance with the Indian Accounting Standards specified under Section 113 of the Companies Act 2013, which may differ in certain significant respects from generally accepted accounting principles in other countries, including U.S. GAAP.

Overview

We are a fully vertically integrated global biosimilars player with a demonstrated track record of success across the entire value chain from research and development ("**R&D**") to the manufacturing and commercialization of biosimilars globally. We aim to transform healthcare by enabling equitable access to high-quality, lifesaving biosimilars for patients worldwide As a frontrunner and early entrant in the global biosimilars space we have achieved several "firsts" and have invested over U.S.$1 billion in research and development and approximately U.S.$900 million in building state-of-the-art, global scale manufacturing facilities since the inception of the biosimilars business in Biocon Limited.

We have one of the most extensive and diversified global biosimilars portfolio of 20 products that straddles both insulins and Monoclonal Antibodies ("**mAbs**") for the global market. While our focus has been on the diabetes, immunology, and oncology therapeutic areas, we are expanding our offering to include products in ophthalmology and bone health. Our business footprint spans over 120 countries, and we have been able to garner significant market shares in several key geographies such as the U.S. with several of our products having revenues of over U.S.$100 million with substantial potential for further growth.

Significant Factors Affecting our Results of Operations

We believe that the following factors have significantly affected our results of operations and financial condition for the fiscal years ended March 31, 2022, March 31, 2023 and March 31, 2024, and the three months ended June 30, 2023 and June 30, 2024, and may continue to affect our results of operations and financial condition in the future.

Acquisition of the biosimilar business of Viatris Inc.

We have a long history of collaboration with strategic partners to build and leverage complementary capabilities, share costs and de-risk investments. Our most significant and enduring partnership was with Viatris Inc. (which was formed through the integration of Mylan Inc. and Upjohn Inc. in November 2020), a relationship which began in 2009 when we collaborated for the development, manufacturing and commercialization of biosimilar mAbs. This was then expanded to insulin analogs in 2013. The Viatris collaboration was a cost-share and profit-share model where we participated in approximately one-third of the economics in Advanced Markets where Viatris had exclusive commercial rights and approximately half of the economics in Emerging Markets where we shared commercial rights. The partnership brought together

complementary capabilities, combining our global R&D and manufacturing capabilities with Viatris' global regulatory and commercialization capabilities. In November 2022, we accelerated our self-commercialization aspirations by acquiring the biosimilars business of Viatris to create a vertically integrated biosimilar player with end-to-end capabilities. After the completion of the Viatris Acquisition, we recognized the combined revenue, costs and associated profits from the Viatris business in both Advanced Markets and Emerging Markets, a step-up from the existing profit share arrangement.

This was an inflection point in our history and enabled us to become a leading global biosimilars company. The integration of Viatris was accelerated by one year and was completed in December 2023. As we transitioned the business globally, we also on-boarded an experienced global leadership team and built new organizational capabilities from the ground up across several important pillars such as policies, processes, digital infrastructure, compliance and governance in key geographies, leveraging our global network of partners and distributors to commercialize our products globally.

Following the Viatris Acquisition, we have eight commercialized biosimilar assets around the world. We are in over 120 countries, including a direct business presence in key geographies: (a) 21 self-led markets in the Advanced Markets located across North America and Europe, and (b) eight self-led Emerging Markets (i.e. Morocco, the Philippines, UAE, Thailand, Brazil, Saudi Arabia, Malaysia and South Africa).

Products Offered

A significant factor affecting our results of operations is the rapid evolution of the biosimilars landscape, which influences the suite of products we offer. Within this market, there are four broad cohorts: originators, generics, biosimilars-focused companies, and development-focused or niche companies. To optimize our product offerings and margins, we have adopted a vertical integration strategy that positions us competitively against global biosimilar players. As some originators deprioritize biosimilars, we observe an influx of large generics and niche pharmaceutical companies entering the space through strategic partnerships in R&D or commercialization. These market dynamics necessitate continual adaptation and optimization of our product portfolio to maintain our competitive edge and achieve our financial objectives.

The research and development of new innovative pharmaceutical products is essential to continued positive results of operations. Accordingly, the nature of our R&D expenses and our ability to successfully launch products currently under development may have a material impact on our results of operations in a particular fiscal year. During Fiscal Year 2024, we achieved several key regulatory milestones while our pipeline continued to progress well, which will be a key driver of future growth.

bAflibercept

We received approvals from several key regulators including the US FDA, UK MHRA and EMA and provisional approval from Health Canada. Our product was the first interchangeable product to be approved in the U.S. and hence qualifies for an exclusivity period of 12 months.

Once launched, bAflibercept will mark our entry into the ophthalmology segment, thereby expanding our patient reach.

bUstekinumab

The US FDA has accepted our Biologics License Application for bUstekinumab for review under the 351(k) pathway. We have signed a settlement and license agreement with Janssen Biotech Inc. and Johnson & Johnson that clears the way to commercialize the product in the US no later than February 22, 2025, subject to US FDA approval. This positions us to be amongst the first wave of entrants in the U.S.

The product has also been filed in several other key geographies. Once approved by the US FDA and the EMA, this will expand our immunology offering of the Company by complementing our bAdalimumab and

bEtanercept products. However, there remains a risk that we do not receive approval, or approval is delayed beyond our current expectations, and this has the potential to negatively impact our operations.

bDenosumab

Our clinical trials have successfully met the specified requirements, and we are on track to submit regulatory filings before the end of 2024.

bPertuzumab

The global Phase III clinical trial for bPertuzumab has been initiated. If the trials are successful, this product represents a significant growth opportunity for the business.

Geographic Mix

The mix of countries in which our products are sold has evolved over the last few years and we expect the mix to change over time, impacting our profitability. As at June 30, 2024, our business footprint spans over 120 countries. In some of the countries we operate either through a dedicated sales and marketing team or, in countries where we are less established, through third-party distributors or through a combination of both.

The following table is a breakdown of revenue from contracts with customers in North America, Europe, Japan, Australia, New Zealand, India and the rest of the world for the periods indicated.

	Fiscal Year ended March 31,						**Three Months ended June 30,**			
	2022		**2023**		**2024**		**2023**		**2024**	
	(in ₹ millions)	*(%)*	*(in ₹ millions)*	*(%)*	*(in ₹ millions)*	*(%)*	*(in ₹ millions)*	*(%)*	*(in ₹ millions)*	*(%)*
Revenue from operations by geography[(1)]										
North America…….	3,014	8.70	12,817	22.95	37,102	42.05	6,984	34.66	9,667	46.40
Europe.....	18,610	53.72	25,309	45.33	27,820	31.53	6,711	33.31	6,644	31.89
Japan, Australia, New Zealand (“**JANZ**”)…..	61	0.18	631	1.13	2,042	2.31	432	2.14	312	1.50
India.....	7,404	21.37	6,727	12.05	9,089	10.30	1,598	7.93	620	2.98
Rest of world.....	5,554	16.03	10,354	18.54	12,189	13.81	4,423	21.95	3,591	17.23
Revenue from operations	**34,643**	**100**	**55,838**	**100**	**88,242**	**100**	**20,148**	**100**	**20,834**	**100**

Note:

(1) Geographical revenue is identified based on the location of the customers.

Revenue from operations increased by ₹32,404 million, or 58.0%, to ₹88,242 million in the fiscal year ended March 31, 2024 from ₹55,838 million in the fiscal year ended March 31, 2023, attributable primarily to the full year consolidation of the acquired Viatris business and robust growth in the core business both in Advanced and Emerging Markets.

Our business in the U.S. continues to see strong demand across our commercial products, and we have seen a significant increase in market shares by volume following completion of the integration of Viatris into our U.S.

operations in September 2023. On the oncology front, market share for Fulphila, our bPegfilgrastim, increased from approximately 16% in the Calendar Year 2023 to approximately 21% during the three months ended March 31, 2024, while market share for Ogivri, our bTrastuzumab, increased from approximately 11% in the Calendar Year 2023 to approximately 15% during the three months ended March 31, 2024. On the diabetes front, Semglee, our branded insulin bGlargine, and our unbranded insulin bGlargine product saw their market share increase from approximately 12% in the Calendar Year 2023 to approximately 13% during the three months ended March 31, 2024.[12] This excludes a large closed-door network that is not captured in IQVIA but represents another 3% in share. Our business's growth is a testament to the strong foundation we have built in the U.S. and was driven by increases in market access coverage, pull-through at the physician level and a robust pricing strategy.

In Europe, we have put in place a bespoke country-specific operating model and strategy taking into account the nature of the market (e.g. tender vs. retail), size of the opportunity and other parameters to ensure success. As a result, we have seen our market shares remain stable or increase depending on the product with Germany and France as the key value and growth drivers.

We have seen a substantial increase in demand for Abevmy, our bBevacizumab, on the back of several tender wins, growth in the retail segment and new launches in large markets such as France, Germany, Belgium and Greece. We are also seeing successes in capturing new market opportunities and expanding our reach in European countries.

Our bAdalimumab franchise remains strong with a market share of 6% in Europe, Japan, Australia and New Zealand during the three months ended March 31, 2024.[13] We have witnessed significant uptake in markets like Belgium, Germany and France.

In Japan and Australia, we operate through marquee partners who have a strong in-market presence, laying the groundwork for future market opportunities and continued growth.

On the Emerging Markets front, we have increased in both depth and breadth as we have entered new countries either directly, through regional partnerships and distributors in addition to adding new products. We have also set up direct commercial infrastructure in select Emerging Markets, such as Brazil and the Philippines, allowing us to get closer to patients and customers while maximizing value potential from our existing and pipeline products. As at June 30, 2024, we have a geographic footprint in over 80 emerging market countries, having expanded our geographic footprint significantly during Fiscal Year 2024 with 18 new launches and 31 new approvals across the Latin America, Africa, Middle East and Turkey and Asia Pacific regions.

Production Capacity and Utilization

Our results of operations are directly affected by our sales volume, which in turn is a function of several factors, including our production capacity and market demand. As such, a key driver of sales growth is increased production volume at our facilities. As at June 30, 2024, we operate three manufacturing facilities across India and Malaysia. We will continue to seek opportunities to increase production volume by expanding and/or upgrading our production facilities, enhancing the overall effectiveness of our other facilities and the overall utilization of all our assets.

Our mAbs Drug Substance (B3) manufacturing facility in Bangalore has been approved by the EMA and other regulatory agencies for global supplies of bTrastuzumab and bBevacizumab. This is one of the largest facilities

[12] *Source: Frost & Sullivan analysis using data from IQVIA MIDAS® quarterly volume sales data for period Moving Annual Total ('MAT') 2023 and Q1 2024*

[13] *Source: Frost & Sullivan analysis using data from IQVIA MIDAS® quarterly volume sales data for period Moving Annual Total ('MAT') 2023 and Q1 2024*

in India for manufacturing mAbs and will allow us to meet the significant increase in demand we are seeing for our robust portfolio of mAbs. We have made considerable progress on the Phase II expansion of our Malaysia facility for insulin and insulin analogs which will double our manufacturing capacity for both drug substances and drug products. The expanded facility will play a key role in servicing the increased demand we are seeing for our insulins portfolio globally, especially in light of several competitors prioritizing glucagon-like peptide-1 receptor agonists ("**GLP-1RAs**").

We continue to build out a distributed, global supply chain and an external manufacturing network to both expand our capacity multi-fold as well as de-risk dependencies on specific sites of geography. The manufacturing process for pharmaceutical products is highly regulated. We have put in place necessary quality systems and control measures to ensure quality is maintained by process design. At the same time, continuous monitoring by our quality control team helps ensure we deliver high quality products. Notwithstanding these measures, regulators who believe manufacturing facilities are not in compliance with applicable regulations may take one or more steps, which may include the issuance of a Warning Letter or an ordered shutdown of manufacturing facilities. Accordingly, there is a possibility we may have to write off the costs of manufacturing any batch that fails to pass quality inspection or meet regulatory approvals. In addition to the US FDA, our facilities in India and Malaysia are also cGMP certified by other major global regulators, including the EMA and Health Canada.

The EMA has renewed the Certificates of GMP Compliance of our fully integrated manufacturing facilities in Bangalore and Malaysia. As at June 30, 2024, our facilities have received over 80 cGMP approvals from more than 25 agencies, including the US FDA and the EMA. These approvals reflect our compliance with rigorous international regulatory standards and significantly increase our capacity to cater to the needs of patients.

Pricing and Government Regulation

Pricing and government regulation are critical factors impacting our operations. While we take competitive conditions—such as the pricing of competing products—into account when setting and revising our product prices, government regulation significantly influences our pricing decisions in many of the countries where we operate. In numerous countries, government policies have increasingly emphasized cost containment, and large customers persistently seek discounts on pharmaceutical products. This pricing pressure has been particularly pronounced in North America, affecting our revenue and profitability in this key market.

While the United States does not have a general national health insurance system, there has been increasing pricing pressure from managed care groups and institutional and governmental purchasers. The enactment of the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act in March 2010 has increased the amount of rebates paid by pharmaceutical companies and continues to have an effect on the prices of certain products, thus potentially adversely affecting the operating income of pharmaceutical companies, although these effects may be offset in part in the medium to long-term by the effects of an increase in individuals covered by healthcare programs, resulting in an increase in demand. The pharmaceutical industry has also experienced significant pricing pressures in certain other emerging markets.

Governmental policies in countries outside the United States also impact the prices we set for our products sold in such countries, though only to a lesser extent. For example, in Canada, Health Canada monitors and controls prices of patented drug products marketed in Canada by persons holding, or licensed under, one or more patents. The existence of one or more patents relating to a drug product triggers a governmental price control regime that significantly affects the Canadian pharmaceutical industry's ability to set pricing. Furthermore, in each province of Canada there is a drug benefit formulary. A formulary lists the drugs for which a provincial government will reimburse qualifying persons and the prices at which the government will reimburse such persons. Provincial governments generally will reimburse the lowest available price of the generic equivalents of any drug listed on the formulary list of a province. Consequently, provincial formulary regimes tend to

encourage the sale of lower-priced versions of pharmaceutical products. In Europe, the governments of many countries also have national health programs with similar price control systems, and drug prices have recently decreased due to measures implemented in countries to control drug costs, and drug prices continue to experience downward pressure due to parallel imports, increased competition in generics, increasing use of health technology assessment based upon cost-effectiveness and other factors.

We expect price pressure from government regulation and supply chain consolidation to continue and this may have a negative effect on our revenue and profitability.

Our Ability to Effectively Compete with Other Market Participants

The pharmaceutical industry is highly competitive and is affected by new technologies, new developments, government regulations, healthcare legislation, availability of capital or financing and other factors. Many of our competitors have longer operating histories and substantially greater financial, research and development, marketing and other resources than us. We compete with numerous other companies that currently operate, or intend to operate, in the pharmaceutical industry, including companies that are engaged in the development, manufacturing and distribution of biosimilars and insulin products.

Companies in the biosimilars industry are employing diverse strategies to succeed amid increased competition, price erosion and an evolving regulatory environment. However, our operating model, which features end-to-end capabilities, an industry-leading portfolio, a dedicated focus on biosimilars and early entry into the market, provides us with a distinct competitive advantage. Furthermore, the biosimilars industry has higher barriers to entry than the pharmaceutical industry as whole.

For more information on our competitors, see "*Business—Competition*" and "*Risk Factors—Risks Relating to Our Business*."

Material Accounting Policies

In order to prepare our consolidated financial statements, estimates and judgments are used based on, among other things, industry trends, our experience and the terms of existing contracts, all of which are subject to an inherent degree of uncertainty. For information on our material accounting policies, disclosure as per applicable accounting standards and for the financial periods presented in this Offering Memorandum, please refer to the respective Consolidated Financial Statements set forth in this Offering Memorandum.

While we believe our estimates and judgments to be reasonable under the circumstances, there can be no assurance that our judgments will prove correct or that actual results reported in future periods will not differ from expectations reflected in our accounting treatment of certain items. In addition, other companies may utilize different accounting policies, which may impact the comparability of our results of operations to those of companies in similar businesses.

Principal Components of Statements of Comprehensive Income

Revenue from Operations

Revenue from operations consists of the revenue from the sale of products, sale of services as well as certain other operating revenues. The following table shows the breakdown of our revenue from operations (net).

	Fiscal Year ended March 31,			Three Months ended June 30,	
	2022	2023	2024	2023	2024
			(in ₹ millions)		
Sale of products					

	Fiscal Year ended March 31,			Three Months ended June 30,	
	2022	2023	2024	2023	2024
			(in ₹ millions)		
Finished goods[(1)]	31,225	43,068	58,293	12,151	14,876
Traded goods	2,415	9,650	23,694	5,957	5,756
Sale of services					
Licensing and development fees	460	2,058	1,928	1,674	62
Research fees	60	42	362	251	37
Other operating revenue					
Sale of process waste	19	26	34	11	7
Performance-linked incentive	—	503	275	94	67
Sale of brands[(2)]	—	—	3,500	—	—
Others	464	491	156	10	29
Revenue from operations	**34,643**	**55,838**	**88,242**	**20,148**	**20,834**

Notes:

(1) Includes profit share.

(2) The Company entered into an agreement with Eris Lifesciences Limited for the sale of its business of commercialization of (i) branded generic immunotherapy and nephrology small molecules formulations being manufactured by third parties under manufacturing agreements and (ii) the in-licensed products in India for consideration of ₹3,660. As of March 31, 2024, the Group has recorded a gain of ₹3,500 net of costs of the related underlying assets.

Sale of products represents revenue from the sales of our pharmaceutical products, namely biosimilars and insulin. Sale of services represents revenue from the out-licensing of products and income from research and development services primarily from Group companies. Other operating revenue represents, among others, performance-linked incentives received through a Government of India scheme and sales of scrap materials.

Cost of Raw Materials and Packing Materials Consumed

Cost of raw materials and packing materials consumed represents the price we paid for the raw materials used in the manufacturing of our products. The table below summarizes these costs for the fiscal years ended March 31, 2022, 2023 and 2024 and the three months ended June 30, 2023 and 2024.

	Fiscal Year ended March 31,			Three Months ended June 30,	
	2022	2023	2024	2023	2024
			(in ₹ millions)		
Inventory at the beginning of the year	4,817	5,508	7,958	7,958	6,455
Add: Purchases	10,238	13,548	16,705	5,032	3,192
Less: Inventory at the end of the year	(5,508)	(7,958)	(6,455)	(8,208)	(6,650)
Total cost	**9,547**	**11,098**	**18,208**	**4,782**	**2,997**

Changes of Inventories of Finished Goods, Traded Goods and Work-in-progress

Changes of inventories of finished goods, traded goods and work-in-progress represents the net increases or decreases of such items.

Employee Benefits Expense

Employee benefits expense comprises salaries, wages and bonuses paid to our employees (including expenses for compensated absences), contributions to employee's provident and other funds, gratuities, employment stock compensation expenses and staff welfare expenses.

Finance Cost

Finance cost primarily represents interest expenses on financial liabilities and interest expenses on lease liabilities incurred by the Group during each reported period.

Depreciation and Amortization Expense

Depreciation and amortization expense represents depreciation of property, plant and equipment and the amortization and impairment of intangible assets (including intangible assets under development).

Other Expenses

Other expenses primarily comprise those expenses incurred in the operation of our businesses, which include professional charges, power and fuel, lab consumables, sale promotion expense and R&D expenses.

Results of Operations

The table below sets forth a summary of our results from operations for the fiscal years ended March 31, 2024, 2023 and 2022 and the three months ended June 30, 2024 and 2023:

	Fiscal Year ended March 31,			Three Months ended June 30,	
	2022	**2023**	**2024**	**2023**	**2024**
			(in ₹ millions)		
INCOME					
Revenue from operations	34,643	55,838	88,242	20,148	20,834
Other income	104	120	1,764	448	11,119
Total income	**34,747**	**55,958**	**90,006**	**20,596**	**31,953**
EXPENSES					
Cost of raw materials and packing materials consumed	9,547	11,098	18,208	4,782	2,997
Purchases of traded goods	1,467	6,240	16,101	2,432	4,083
Changes in inventories of finished goods, traded goods and work-in progress	(977)	(1,310)	(6,988)	(411)	(395)
Employee benefit expense	7,169	8,488	12,702	2,469	3,903
Finance costs	668	2,969	8,637	2,053	1,991
Depreciation, amortization expense	4,029	6,382	10,302	2,281	2,675
Other expenses	12,176	21,956	28,824	6,791	6,348
	34,079	**55,823**	**87,786**	**20,397**	**21,602**
Less: Recovery of cost from co-development partners (net)	(4,764)	(3,895)	(737)	(45)	(296)

	Fiscal Year ended March 31,			Three Months ended June 30,	
Total expenses	**29,315**	**51,928**	**87,049**	**20,352**	**21,306**
Profit before tax and exceptional items	**5,432**	**4,030**	**2,957**	**244**	**10,647**
Exceptional items	(804)	(2,844)	166	—	—
Profit before tax	**4,628**	**1,186**	**3,123**	**244**	**10,647**
Tax expenses/(credit)					
Current tax	931	832	1,733	68	2,037
Deferred tax (credit) / charge					
MAT (credit) / charge	(97)	32	(750)	—	132
Other deferred tax	(31)	(1,013)	(42)	(48)	457
Total tax expenses/(credit)	**803**	**(149)**	**941**	**20**	**2,626**
Profit for the year/period	**3,825**	**1,335**	**2,182**	**224**	**8,021**

Three Months ended June 30, 2024 Compared with Three Months ended June 30, 2023

Revenue from operations. Revenue from operations increased by ₹686 million, or 3.40%, to ₹20,834 million in the three months ended June 30, 2024, from ₹20,148 million in the three months ended June 30, 2023, and this growth was primarily driven by an increase in market shares, tender wins and new launches.

Other income. Other income increased by ₹10,671 million, or 2,381.92%, to ₹11,119 million in the three months ended June 30, 2024, from ₹448 million in the three months ended June 30, 2023, primarily due to a gain of ₹10,573 million from the long-term commercial collaboration agreement with Eris for the sale of its metabolics, oncology and critical care products business in India.

Total income. For the reasons discussed above, total income increased by ₹11,357 million, or 55.14%, to ₹31,953 million in the three months ended June 30, 2024, from ₹20,596 million in the three months ended June 30, 2023.

Contribution Margin %. Contribution Margin % increased to 68% in the three months ended June 30, 2024, from 66% in the three months ended June 30, 2023, as a result of decreases in the cost of raw materials and packing materials consumed and changes in inventories of finished goods, traded goods and work-in-progress.

Employee benefits expense. Employee benefits expense increased by ₹1,434 million, or 58.08%, to ₹3,903 million in the three months ended June 30, 2024, from ₹2,469 million in the three months ended June 30, 2023, primarily due to the transition of employees from Viatris.

Finance costs. Finance costs decreased by ₹62 million, or 3.02%, to ₹1,991 million in the three months ended June 30, 2024, from ₹2,053 million in the three months ended June 30, 2023, primarily due to a reduction in gross debt of the Group.

Depreciation and amortization expense. Depreciation and amortization expense increased by ₹394 million, or 17.27%, to ₹2,675 million in the three months ended June 30, 2024, from ₹2,281 million in the three months ended June 30, 2023, primarily due to the impact of amortisation of intangibles capitalized upon commercial launch of bAdalimumab in the second quarter of Fiscal 2024.

Other expenses. Other expenses decreased by ₹443 million, or 6.52%, to ₹6,348 million in the three months ended June 30, 2024, from ₹6,791 million in the three months ended June 30, 2023, as the expenses in the three

months ended June 30, 2023, included expenses towards integration and the transaction support agreement with Viatris.

Profit before tax. For the reasons discussed above, profit before tax increased by 4,263.52% to ₹10,647 million in the three months ended June 30, 2024, from ₹244 million in the three months ended June 30, 2023.

Tax expenses/credit. Tax expenses increased by ₹2,606 million, or 13,030%, to ₹2,626 million in the three months ended June 30, 2024, from ₹20 million in the three months ended June 30, 2023, primarily due to a tax incidence on the gain of ₹10,573 million from the long-term commercial collaboration agreement with Eris for the sale of its metabolics, oncology, and critical care products business in India during the three months ended June 30, 2024.

Profit for the period. For the reasons discussed above, profit for the period increased by ₹7,797 million, or 3,480.80%, to ₹8,021 million in the three months ended June 30, 2024, from ₹224 million in the three months ended June 30, 2023.

Fiscal Year Ended March 31, 2024, Compared with Fiscal Year Ended March 31, 2023

Revenue from operations. Revenue from operations increased by ₹32,404 million, or 58.0%, to ₹88,242 million in the fiscal year ended March 31, 2024 from ₹55,838 million in the fiscal year ended March 31, 2023, attributable primarily to the full year consolidation of the acquired Viatris business and robust growth in the core business across both Advanced and Emerging Markets.

Other income. Other income increased by ₹1,644 million, or 1,370%, to ₹1,764 million in the fiscal year ended March 31, 2024 from ₹120 million in the fiscal year ended March 31, 2023, attributable primarily to a gain on financial instruments / assets fair valued through the profit and loss account.

Total income. For the reasons discussed above, total income increased by ₹34,048 million, or 60.8%, to ₹90,006 million in the fiscal year ended March 31, 2024 from ₹55,958 million in the fiscal year ended March 31, 2023.

Contribution Margin %. Contribution Margin % as a percentage of revenue from operations decreased to 69% in the fiscal year ended March 31, 2024, from 71% in the fiscal year ended March 31, 2023, as a result of increases in the cost of raw materials and packing materials consumed, purchases of traded goods and changes in inventories of finished goods, traded goods and work-in-progress.

Employee benefits expense. Employee benefits expense increased by ₹4,214 million, or 49.6%, to ₹12,702 million in the fiscal year ended March 31, 2024, from ₹8,488 million in the fiscal year ended March 31, 2023, primarily driven by the transition of employees from Viatris.

Finance costs. Finance costs increased by ₹5,668 million, or 190.9%, to ₹8,637 million in the fiscal year ended March 31, 2024, from ₹2,969 million in the fiscal year ended March 31, 2023, primarily due to long-term debt raised to fund the Viatris Acquisition. Costs in the fiscal year ended March 31, 2023, are for approximately four months post-acquisition, compared to full year costs in the fiscal year ended March 31, 2024.

Depreciation and amortization expense. Depreciation and amortization expense increased by ₹3,920 million, or 61.4%, to ₹10,302 million in the fiscal year ended March 31, 2024, from ₹6,382 million in the fiscal year ended March 31, 2023, primarily attributable to the amortization of intangibles acquired as part of the Viatris Acquisition. Part of the intangibles acquired were amortized for the full year in the fiscal year ended March 31, 2024, as compared to an approximately four months period in fiscal year ended March 31, 2023.

Other expenses. Other expenses increased by ₹6,868 million, or 31.3%, to ₹28,824 million in the fiscal year ended March 31, 2024, from ₹21,956 million in the fiscal year ended March 31, 2023 primarily due to the Viatris Acquisition transition support agreement cross charges until the exit for each of the markets in the fiscal

year ended March 31, 2024, as against four months in the fiscal year ended March 31, 2023, as well as the increase in legal and professional charges required for integration.

Exceptional items. Exceptional items in the fiscal year ended March 31, 2024, comprised net income of ₹166 million as against expense of ₹2,844 million in the fiscal year ended March 31, 2023, primarily on account of the following:

- We obtained services of professional experts (e.g., advisory, legal counsel, valuation experts etc.) for the acquisition completed during the fiscal year ended March 31, 2023. We recorded ₹1,582 million and ₹2,374 million as an exceptional expense in the fiscal year ended March 31, 2024, and March 31, 2023, respectively.

  Further, pursuant to the said acquisition, we also reassessed the value of certain licensed products for development and commercialization and recorded an impairment of certain intangible assets amounting to ₹470 million as an exceptional expense in the fiscal year ended March 31, 2023.

- We received ₹18,269 million (U.S.$220 million) towards working capital under the terms of the definitive agreement in relation to Viatris Acquisition out of total contingent consideration receivable of ₹20,835 million (U.S.$250 million). We had recorded these receivables at fair value of ₹10,219 million at the time of settlement having regard to the timing and probability of recovery. The resulting difference of ₹8,050 million is recorded as an exceptional gain in the fiscal year ended March 31, 2024.

- We recorded provision for inventory for a product due to its low demand and consequentially lower probability of liquidation amounting to ₹2,366 million as an exceptional expense in the fiscal year ended March 31, 2024.

- Pursuant to the uncertainty of ability to commercialize a product for development and commercialization in certain territories, we recorded an impairment of the carrying value of the intangible asset under development amounting to ₹3,854 million as an exceptional expense in the fiscal year ended March 31, 2024.

- The Ministry of Chemicals and Fertilizers, Department of Pharmaceuticals issued a Corrigendum on October 20, 2023, vide File No. 31026/99/2020 clarifying the operational guidelines for the Production Linked Incentive ("**PLI**") Scheme with total capping of 33% in any of the four years. Accordingly, we have reversed the incentive accrual amounting to ₹82 million as an exceptional expense in the fiscal year ended March 31, 2024.

Profit before tax. For the reasons discussed above, profit before tax increased by ₹1,937 million, or 163.3%, from ₹1,186 million in the fiscal year ended March 31, 2023, to ₹3,123 million in the fiscal year ended March 31, 2024.

Tax expenses/credit. Tax expenses increased by ₹1,090 million to ₹941 million in the fiscal year ended March 31, 2024, from a tax credit of ₹149 million in the fiscal year ended March 31, 2023. The statutory income tax rate for India is 34.944%, however the Group enjoys tax holidays in India and certain overseas subsidiaries resulting in lower tax charge for the respective fiscal years. Tax reconciliation for each fiscal year is explained in the Note 29 of the Audited Financial Statements.

Profit for the year. For the reasons discussed above, profit for the year increased by ₹847 million, or 63.4%, to ₹2,182 million in the fiscal year ended March 31, 2024, from ₹1,335 million in the fiscal year ended March 31, 2023.

Fiscal Year Ended March 31, 2023 Compared with Fiscal Year Ended March 31, 2022

Revenue from operations. Revenue from operations increased by ₹21,195 million, or 61.2%, to ₹55,838 million in the fiscal year ended March 31, 2023 from ₹34,643 million in the fiscal year ended March 31, 2022, attributable to consolidation of the acquired Viatris business for approximately four months in fiscal year ended March 31, 2023 and robust growth in the core business across both Advanced and Emerging Markets.

Other income. Other income marginally increased by ₹16 million, or 15.4%, to ₹120 million in the fiscal year ended March 31, 2023 from ₹104 million in the fiscal year ended March 31, 2022.

Total income. For the reasons discussed above, total income increased by ₹21,211 million, or 61%, to ₹55,958 million in the fiscal year ended March 31, 2023 from ₹34,747 million in the fiscal year ended March 31, 2022.

Contribution Margin %. Contribution Margin % increased to 71.3% in the fiscal year ended March 31, 2023, from 71.0% in the fiscal year ended March 31, 2022, as a result of decreases in the cost of raw materials and packing materials consumed, purchases of traded goods and changes in inventories of finished goods, traded goods and work-in-progress.

Employee benefits expense. Employee benefits expense increased by ₹1,319 million, or 18.4%, to ₹8,488 million in the fiscal year ended March 31, 2023 from ₹7,169 million in the fiscal year ended March 31, 2022, primarily driven by increment and headcount increase.

Finance costs. Finance costs increased by ₹2,301 million, or 344.5%, to ₹2,969 million in the fiscal year ended March 31, 2023 from ₹668 million in the fiscal year ended March 31, 2022, primarily due to long-term debt raised to fund the Viatris Acquisition.

Depreciation and amortization expense. Depreciation and amortization expense increased by ₹2,353 million, or 58.4%, to ₹6,382 million in the fiscal year ended March 31, 2023, from ₹4,029 million in the fiscal year ended March 31, 2022, primarily attributable to the amortization of intangibles acquired as part of the Viatris Acquisition. Part of the intangibles acquired were amortized for a period of approximately four months in fiscal year ended March 31, 2023.

Other expenses. Other expenses increased by ₹9,780 million, or 80.3%, to ₹21,956 million in the fiscal year ended March 31, 2023, from ₹12,176 million in the fiscal year ended March 31, 2022 primarily due to the Viatris Acquisition transition support agreement cross charges for an approximately four month period in the fiscal year ended March 31, 2023.

Exceptional items. Exceptional items in the fiscal year ended March 31, 2023, comprised an expense of ₹2,844 million as against ₹804 million in the fiscal year ended March 31, 2022, primarily on account of the following:

- We obtained services of professional experts (e.g., advisory, legal counsel, valuation experts etc.) for the acquisition completed during the fiscal year ended March 31, 2023. We have recorded ₹2,374 million and ₹410 million as an exceptional expense in the fiscal years ended March 31, 2023, and March 31, 2022, respectively.

  Further, pursuant to the said acquisition, we also reassessed the value of certain licensed products for development and commercialization and recorded an impairment of certain intangible assets amounting to ₹470 million as an exceptional expense in the fiscal year ended March 31, 2023.

- During the fiscal year ended March 31, 2022, we had entered into amendment agreement with Goldman Sachs India AIF Scheme-l which resulted in modification of the compound financial instrument. The resulting loss of ₹274 million on the modification was recorded as an exceptional expense.

- The Ministry of Commerce and Industry, Government of India issued a Gazette notification number 29/2015-2020 dated September 23, 2021, on Service Exports from India Scheme ("**SEIS**") for services

rendered in financial year 2019-20 with the total entitlement capped at ₹50 million per exporter for the period. We reversed the SEIS claim receivables of ₹120 million and recorded it as an exceptional expense during the fiscal year ended March 31, 2022.

Profit before tax. For the reasons discussed above, profit before tax decreased by ₹3,442 million, or 74.4%, from ₹4,628 million in the fiscal year ended March 31, 2022, to ₹1,186 million in the fiscal year ended March 31, 2023.

Tax expenses/credit. Tax expenses decreased by ₹952 million to a tax credit of ₹149 million in the fiscal year ended March 31, 2023, from a tax expense of ₹803 million in the fiscal year ended March 31, 2022. The statutory income tax rate for India is 34.944%, however the Group enjoys tax holidays in India and certain overseas subsidiaries, resulting in lower tax charge for the respective fiscal years. Tax reconciliation for each fiscal year is explained in the Note 29 of the Audited Financial Statements.

Profit for the year. For the reasons discussed above, profit for the year decreased by ₹2,490 million, or 65.1%, to ₹1,335 million in the fiscal year ended March 31, 2023, from ₹3,825 million in the fiscal year ended March 31, 2022.

Liquidity and Capital Resources

Our cash requirements primarily relate to our operating cash requirements, capital expenditures, investments and debt service and repayments. Our operating cash requirements are primarily to fund raw material costs, manufacturing costs, including research and development expenses, personnel and other expenses, as well as income tax payments.

Our primary sources of funding are cash from operating activities, bank loans and debt issuances, as well as issuances of equity and equity-linked instruments. Our total borrowings amounted to ₹50,623 million, ₹144,823 million, ₹138,920 million, ₹150,728 million and ₹145,449 million as at March 31, 2022, 2023 and 2024 and June 30, 2023 and 2024, respectively.

The availability of funding from external sources and the cost of such funding is subject to a number of factors that are beyond our control, including general economic and capital market conditions, interest rates, availability of credit from banks and other lenders, lender and/or investor confidence in the Group, tax and securities laws that may be applicable to us, and political and economic conditions in the markets in which we operate and internationally.

We may from time to time incur additional indebtedness to finance our future capital expenditures. Our ability to obtain such borrowings will be affected primarily by limitations on incurring additional indebtedness under our existing loan agreements, the liquidity of the financial markets and governmental policies in effect in the relevant jurisdiction at the time and other factors.

Taking into account the cash flows generated from our operating and planned re-financing of term loans, together with our existing cash and cash equivalents and available credit facilities from financial institutions, our Directors are of the reasonable opinion that we have sufficient working capital, as at the date of this Offering Memorandum, for our present requirements. See "*Risk Factors—Risks Relating to Our Business—We have incurred significant indebtedness, and we must service this debt and comply with our covenants to avoid refinancing risk.*"

Cash Flows

The following table sets forth our consolidated cash flow statement.

	Fiscal Year ended March 31,			Three Months ended June 30,	
	2022	**2023**	**2024**	**2023**	**2024**
			(in ₹ millions)		
Cash generated from operations	6,500	8,886	23,230	(1,991)	4,281
Income taxes paid (net of refunds)	(1,057)	(344)	(1,363)	64	(2,074)
Net cash flow (used in) / generated from operating activities	5,443	8,542	21,867	(1,927)	2,207
Net cash flow (used in) / generated from investing activities	(4,884)	(163,123)	(7,338)	(10,021)	4,024
Net cash flow (used in) / generated from financing activities	(1,183)	161,627	(17,718)	5,751	(4,594)
Cash and cash equivalents at the end of the year/period	**1,444**	**8,590**	**5,393**	**2,382**	**7,023**

Net cash flow used in / generated from operating activities

Net cash flow generated from operating activities increased by ₹4,134 million, or 214.53%, to ₹2,207 million in the three months ended June 30, 2024, from a net cash flow used in operating activities of ₹1,927 million in the three months ended June 30, 2023. This increase during the three months ended June 30, 2024 was primarily attributable to better working capital management post full integration of acquired biosimilar business in December 2023, driven by better collections of receivables from customers.

Net cash flow generated from operating activities increased by ₹13,325 million, or 156.0%, to ₹21,867 million in the fiscal year ended March 31, 2024, from ₹8,542 million in the fiscal year ended March 31, 2023. This increase was primarily attributable to the receipt of ₹18,269 million (U.S.$220 million) towards working capital under a definitive agreement.

Net cash flow generated from operating activities increased by ₹3,099 million, or 56.94%, to ₹8,542 million in the fiscal year ended March 31, 2023, from ₹5,443 million in the fiscal year ended March 31, 2022. This increase was primarily attributable to higher earnings before tax and depreciation in the fiscal year ended March 31, 2023.

Net cash flow used in / generated from investing activities

Net cash flow generated from investing activities increased by ₹14,045 million, or 140.16%, to ₹4,024 million in the three months ended June 30, 2024 from a net cash flow used in investing activities of ₹10,021 million in the three months ended June 30, 2023. This increase was primarily attributable to the proceeds from sale of the metabolics, oncology, and critical care products business in India, as per the long-term commercial collaboration agreement with Eris.

Net cash flow used in investment activities decreased by ₹155,785 million, or 95.5%, to ₹7,338 million in the fiscal year ended March 31, 2024 from ₹163,123 million in the fiscal year ended March 31, 2023. This decrease was primarily attributable to payment for the Viatris Acquisition in the fiscal year ended March 31, 2023.

Net cash flow used in investment activities increased by ₹158,239 million, or 3240.0%, to ₹163,123 million in the fiscal year ended March 31, 2023 from ₹4,884 million in the fiscal year ended March 31, 2022. This decrease was primarily attributable to payment for the Viatris Acquisition in the fiscal year ended March 31, 2023.

Net cash flow used in / generated from financing activities

Net cash flow used in financing activities increased by ₹10,345 million, or 179.88%, to ₹4,594 million in the three months ended June 30, 2024 from a net cash flow generated from financing activities of ₹5,751 million in the three months ended June 30, 2023. We received ₹6,250 million from the issuance of optionally convertible debentures to Biocon Limited, during the three months ended June 30, 2024 and we received ₹8,000 million from issuance of debentures to Biocon Limited and one another private equity investor during the three months ended June 30, 2023.

Net cash flow used in financing activities was ₹17,718 million in the fiscal year ended March 31, 2024, compared to a net cash flow generated of ₹161,627 million in the fiscal year ended March 31, 2023. This change was primarily attributable to proceeds from the issuance of equity shares and long-term debt obtained to fund the Viatris Acquisition in the fiscal year ended March 31, 2023.

Net cash flow generated in financing activities was ₹161,627 million in the fiscal year ended March 31, 2023, compared to a net cash flow used of ₹1,183 million in the fiscal year ended March 31, 2022. This change was primarily attributable to proceeds from the issuance of equity shares and long-term debt obtained to fund the Viatris Acquisition in the fiscal year ended March 31, 2023.

Capital Expenditures

The following table sets forth the amount our Group paid for purchase of property, plant and equipment (including capital work in progress) and intangible assets (including intangibles under development) during the fiscal years ended March 31, 2022, 2023 and 2024, and for the three months ended June 30, 2023, and 2024.

	Fiscal Year ended March 31.			Three Months ended June 30.	
	2022	**2023**	**2024**	**2023**	**2024**
			(in ₹ millions)		
Property, plant, and equipment (including capital work-in progress)	6,918	5,833	6,465	2,326	2,309
Intangible assets[(1)]	1,882	972	1,972	34	720
Total	**8,800**	**6,805**	**8,437**	**2,360**	**3,029**

Note:

(1) Primarily includes system software, in-licensing fees and intangible assets under development.

Our historical capital expenditures were primarily related to normal capital expenditure to run and maintain our operations and debottlenecking of capacities, including the mAbs manufacturing facility in India and the insulin manufacturing facility in Malaysia. We made considerable progress in Fiscal Year 2024 on the Phase II expansion of the Malaysia facility, which is expected to double our capacity for both drug substances and drug products once completed. Drug product line is installed onsite and is undergoing qualification. The expanded facility will play a key role in servicing the increased demand we are seeing for our insulins portfolio globally, especially in light of several competitors prioritizing GLP-1RAs. Approximately 50% of the estimated expansion cost has been spent as at the date of this Offering Memorandum.

Such capital expenditures were funded primarily by cash generated from operations and bank borrowings.

We expect future capital expenditure will primarily relate to capacity expansion, research and development on product portfolio and acquisition of complementary businesses to strengthen the existing product portfolio and manufacturing footprint. See "*Business—Business Strategies*." We expect to fund such future capital expenditures primarily by cash generated from operating activities and bank borrowings. We may re-allocate funds to be utilized on capital expenditure based on our ongoing business needs.

We cannot assure you that our capital expenditure budget will not vary or can be financed on commercially acceptable terms, or at all. Our ability to obtain adequate financing, including new facilities, to satisfy our capital expenditures, contractual obligations and debt service requirements may be limited by our financial condition and results of operations and liquidity of domestic and international financial markets. See "*Risk Factors—Risks Relating to Our Business—We have incurred significant indebtedness, and we must service this debt and comply with our covenants to avoid refinancing risk.*"

Contractual Obligations, Commitments and Contingent Liabilities

Contractual Obligations

The following table sets forth the Company's financial assets and financial liabilities as at March 31, 2024.

	Payment Due by Period			
	Less than 1 Year	**1-5 Years**	**More than 5 Years**	**Total**
	(₹ millions)			
Financial assets				
Investments	109	—	—	109
Trade receivables	49,505	—	—	49,505
Cash and cash equivalents	8,534	—	—	8,534
Other bank balance	553	—	—	553
Derivative assets	686	269	—	955
Other financial assets	605	864	—	1,469
Financial liabilities				
Non-current borrowings	-	111,377	795	112,172
Current borrowings	26,748	—	—	26,748
Derivative liabilities	2	1,163	—	1,165
Trade payables	56,806	—	—	56,806
Lease liabilities	623	1,260	124	2,007
Other financial liabilities	32,491	7,426	—	39,917
Net liabilities	**56,678**	**120,093**	**919**	**177,690**

Commitments

Our contractual commitments related to capital expenditure on expansion of manufacturing facilities, purchase of plant and equipment and related to other purchase obligations as at March 31, 2022, 2023 and 2024 and June 30, 2024 was ₹4,031 million, ₹7,592 million, ₹9,086 million and ₹6,878 million, respectively.

Contingent Liabilities

The Group may become subject to various product liabilities, consumer, commercial, environmental and tax litigations and claims, government investigations and other legal proceedings that may arise in future.

The Group accrues for contingencies to the extent that the management concludes their occurrence is probable and the related liabilities are estimable.

The aggregate amount of claims against the Group not acknowledged as debt as at March 31, 2022, 2023 and 2024 and June 30, 2024 was ₹1,107 million, ₹1,111 million, ₹1,170 million and ₹1,211 million, respectively. Such claims not acknowledged as debt pertain to claims against the Group, disputed by the Group and not acknowledged as debt, comprising central excise, customs, service tax, income tax and others.

Outstanding guarantees furnished by banks on behalf of our Group as at March 31, 2022, 2023 and 2024 and June 30, 2024 were ₹136 million, ₹269 million, ₹263 million and ₹213 million, respectively.

Capitalization and Indebtedness

For details of the Company's capitalization and indebtedness, see "*Capitalization*" and "*Description of Material Indebtedness*."

Qualitative and Quantitative Disclosures about Market Risk

The Group's activities are exposed to a variety of financial risks: market risk, credit risk and liquidity risk. The Group's risk management is carried out by the treasury department under policies approved by the Board of Directors. The Board provides written principles for overall risk management, as well as policies covering specific areas, such as foreign exchange risk, interest rate risk, credit risk, use of derivative and non-derivative financial instruments and investment of excess liquidity.

Foreign Currency Exchange Rate Risk

The Group operates internationally, and a major portion of the business is transacted in several currencies and consequently, the Group is exposed to foreign exchange risk through operating and borrowing activities in foreign currency. The Group holds derivative instruments such as cash flow hedge contracts, foreign exchange forward and option contracts to mitigate the risk of changes in exchange rates and foreign currency exposure.

Outstanding foreign exchange forward and option contracts as at March 31, 2022, 2023 and 2024 and June 30, 2024 was U.S.$284 million, U.S.$249 million, U.S.$314 million and U.S.$240 million, respectively.

North America, where a significant number of our customers are based, accounted for 42.05% and 46.40% of our revenue from operations for the fiscal year ended March 31, 2024, and the three months ended June 30, 2024, respectively. See "*—Significant Factors Affecting our Results of Operations—Geographic Mix*". To a lesser extent, we also manufacture and sell products to customers outside North America in multiple foreign currencies and face translation and transaction risks related to fluctuations in the exchange rates of such currencies. Our consolidated financial statements are presented in Indian rupees, and by translating the foreign currency financial statements of our foreign subsidiaries into Indian rupees, the amounts of our revenue from operations (net), profit for the year and total assets, on a consolidated basis, are affected by prevailing rates of exchange, in particular for U.S. dollars and Euros.

Foreign currency exposure also arises from the Group's net investment in its UK subsidiary that has a U.S.$ functional currency. The risk arises from the fluctuation in spot exchange rates between the U.S.$ and the INR, which causes the amount of the net investment to vary. The hedged risk in the net investment hedge is the risk of a weakening U.S.$ against the INR that will result in a reduction in the carrying amount of the Group's net investment in the UK subsidiary.

During the fiscal year ended March 31, 2024, the Group designated a U.S.$-denominated loan as a hedging instrument to hedge its net investment in foreign operation of the UK subsidiary, which mitigates the foreign currency risk arising from the subsidiary's net assets.

To assess hedge effectiveness, the Group determines the economic relationship between the hedging instrument and the hedged item by comparing changes in the carrying amount of the debt that is attributable to a change in the spot rate with changes in the investment in the foreign operation due to movements in the spot rate (the offset method). The Group's policy is to hedge the net investment only to the extent of the debt principal.

See "*Risk Factors—Risks Relating to Our Business—Because we have substantial international operations, our sales and profits may be adversely affected by currency fluctuations and restrictions as well as credit risks and appreciation or depreciation of other currencies against the Indian rupee could affect the cost competitiveness of our international sales and reduce our overall profitability, increase the cost of our imports, borrowings and repayment of indebtedness and reduce our net income*."

Interest Rate Risk

Our Group's main interest rate risk arises from non-current borrowings with variable rates, which expose our Group to cash flow interest rate risk. Our Group policy is to maintain a optimum balance between fixed and variable rate borrowings using interest rate swaps to achieve this when necessary. Changes in interest rates also affect our interest income from cash and cash equivalents.

During the fiscal years ended March 31, 2024, and 2023, our Group's borrowings at variable rate were denominated in INR and U.S.$. As at March 31, 2024, and June 30, 2024, 87.2% and 81.2% of our total borrowings bore interest at variable rates, respectively.

Our Group has entered into interest rate swaps for its long-term borrowings to convert floating interest rates to fixed interest rates. As at March 31, 2024, and June 30, 2024, total debt covered under such interest rate swap agreements amounted to U.S.$435 million and U.S.$416 million, respectively.

As at March 31, 2024, a reasonably possible change of 100 basis points in interest rates for variable rate borrowings at that date would have increased (decreased) equity and profit or loss by ₹1,149 million.

Credit Risk

Credit risk is the risk that the counterparty will not meet its obligation under a financial instrument or customer contract, leading to financial loss. The credit risk arises principally from its operating activities (primarily trade receivables) and from its financing activities, including deposits with banks and financial institutions and other financial instruments.

Management has a credit policy in place and the exposure to credit risk is monitored on an ongoing basis. Credit evaluations are performed on customers requiring credit over a certain amount. As at March 31, 2024, there were no significant concentrations of credit risk and the maximum exposure to credit risk arising from receivables is represented by the carrying amounts in the balance sheet. Our Group uses aging analysis to monitor the credit quality of its receivables.

Our Group establishes an allowance for impairment that represents its estimate of expected losses in respect of trade receivables, unbilled revenue and other receivables.

Credit risk on cash and cash equivalents is limited as our Group generally transacts with Banks and financial institutions with high credit ratings assigned by international and domestic credit rating agencies. Investments primarily include investment in liquid mutual fund units.

Liquidity Risk

Liquidity risk is the risk that our Group will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. Our Group's approach to managing liquidity is to ensure, as far as possible, that it will have sufficient liquidity to meet its liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to our Group's reputation.

INDUSTRY OVERVIEW

Note: The analysis in this report utilizes information derived from the following IQVIA market research information source: IQVIA MIDAS®. Copyright IQVIA. All rights reserved. IQVIA market research information is proprietary to IQVIA and available on a confidential basis by subscription from IQVIA. IQVIA market research information reflects estimates of marketplace activity and should be treated accordingly.

Specifically, historical drug volumes and sales data across 73 countries and Central America and West Africa were used. Of these, Australia, Austria, Belgium, Bosnia, Bulgaria, Croatia, Czech Republic, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Japan, Latvia, Lithuania, Luxembourg, the Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, and the UK are categorized under Europe + JANZ, while all other countries, excluding the US and Europe + JANZ, are classified as Other Markets.

The volume calculations presented herein are based on the standardization of units as reported in the data. For instance, adalimumab has been standardized to 40 mg/mL, with all 80 mg/mL packs considered equivalent to two units.

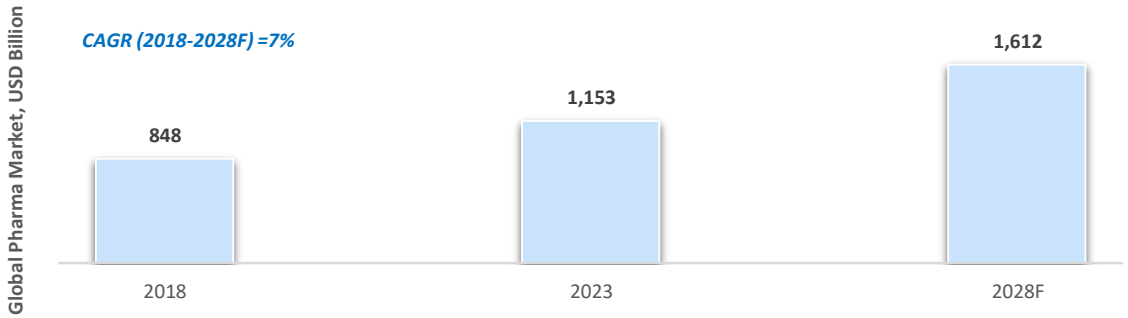
Fiscal Year (FY) refers to twelve-month period starting 1st April and ending 31st March. Accordingly, Fiscal Year (FY24) refers to the period starting 1st April 2023 and ending 31st March 2024. MAT refers to Moving Annual Total and captures volume and/or sales value (as applicable) for the preceding twelve months. Unless otherwise specified, all referenced time periods pertain to the calendar year (CY).

Global Pharmaceutical (Pharma) Market Overview

The pharmaceutical market is poised for robust growth owing to factors like increased demand and improved access, the introduction of affordable biosimilars and generics, the development of innovative drugs for new diseases, and the support of regulatory agencies and governments worldwide.

Global Pharmaceutical Market

Exhibit 1.1: Global Pharma Market, 2018-2028F



Source: Evaluate Pharma, Frost & Sullivan

The global pharmaceutical sector is undergoing a significant transformation across its entire value chain, driven by a strong emphasis on product innovation, healthcare equity (healthcare for all), operational efficiency, and enhanced engagement with healthcare providers and patients. The pharmaceutical industry has demonstrated agility and delivered groundbreaking innovations resulting in robust growth, as seen during the COVID-19 pandemic.

The global pharmaceutical market was valued at USD 1,153 billion in 2023 and is projected to reach USD 1,612 billion by 2028, growing at a CAGR of 7% from 2023 to 2028, with biologics segment outpacing growth in small molecules segment. This growth is primarily attributable to factors like:

- **Aging Population and Disease Burden:** The global demographic shift towards an aging population drives pharmaceutical market growth. The percentage of the global population over 60 is expected to nearly double from 12% to 22% by 2050, reaching around 2 billion[14]. This is expected to increase the prevalence of chronic diseases and age-related conditions and drive demand for drugs targeting conditions like hypertension, diabetes, osteoporosis, and neurodegenerative diseases.

- **Increasing Incidence of Chronic Diseases:** The aging population is not the only demographic experiencing a rise in chronic diseases; younger populations are also increasingly affected due to lifestyle changes. Globally, one in three adults suffers from multiple chronic conditions (MCCs). The cost of chronic disease worldwide is estimated to reach USD 47 trillion by 2030. One of the highest burdens is for cancer, which globally accounted for 20 million new cases in 2022[15]. Moreover, about 1 in 5 people develop cancer in their lifetime[16]. Management of these diseases often requires lifelong pharmaceutical treatment, further driving market growth.

- **Increasing Demand for Pharmaceutical Drugs from Developing Nations:** Developing nations face a dual demand for pharmaceutical drugs due to rising incidences of chronic conditions and the persistent burden of infectious diseases. For instance, India is known as the "diabetes capital of the world" with its 77 million diabetic and 25 million prediabetic population[17]. At the same time, the ongoing epidemic of tropical and infectious diseases, such as malaria and dengue, maintains a high demand for corresponding drugs. In 2022, there were an estimated 249 million malaria cases globally, with the majority (94%)[18] occurring in Africa. Tuberculosis (TB) also poses a substantial burden, with approximately 11 million new cases worldwide in 2022, primarily in the Southeast Asia Region (46%) and the African Region (23%)[19].

- **Growing R&D investments:** R&D investments drive the discovery of breakthrough treatments for prevalent and emerging diseases, expanding the range of therapeutic options available. Global R&D expenditure on pharmaceuticals increased from USD 184 billion in 2018 to USD 262 billion in 2023[20], resulting in the launch of several novel cell and gene therapies, monoclonal antibodies (mAbs), and mRNA therapies. Additionally, R&D is not limited to innovator drugs but extends to biosimilars and generics, where the market has seen the launch of complex and specialty products.

- **Increasing Incidences of Global Pandemics and Epidemics**: The occurrence of frequent global pandemics and epidemics contributes to the growth of the pharmaceutical segment. The COVID-19 pandemic, for instance, underscored the urgent need for large-scale vaccine and antiviral drug utilization. Similarly, ongoing threats from diseases like Ebola, Zika and Mpox and the resurgence of diseases such as measles and influenza drive continuous demand for pharmaceutical products.

[14] United Nations: World Population Ageing

[15] NIH: The Global Burden of Multiple Chronic Conditions

[16] WHO

[17] WHO: Diabetes in India

[18] Medicines for Malaria Venture

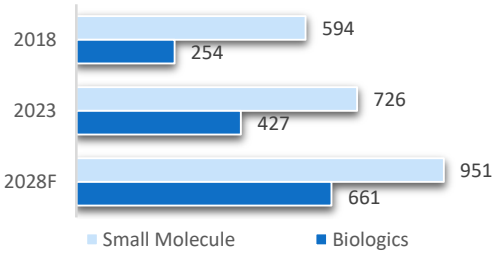
[19] WHO: Tuberculosis 2023

[20] Evaluate Pharma

Global Pharmaceutical Market by Modality

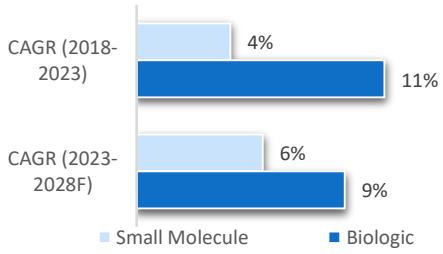
The efficacy and safety of biological[21] products, combined with their ability to address previously untreatable conditions, have led to phenomenal growth in the segment.

Exhibit 1.2A: Global Pharma Market by Modality, 2018-2028F,USD Billion



Source: Evaluate Pharma,Frost & Sullivan

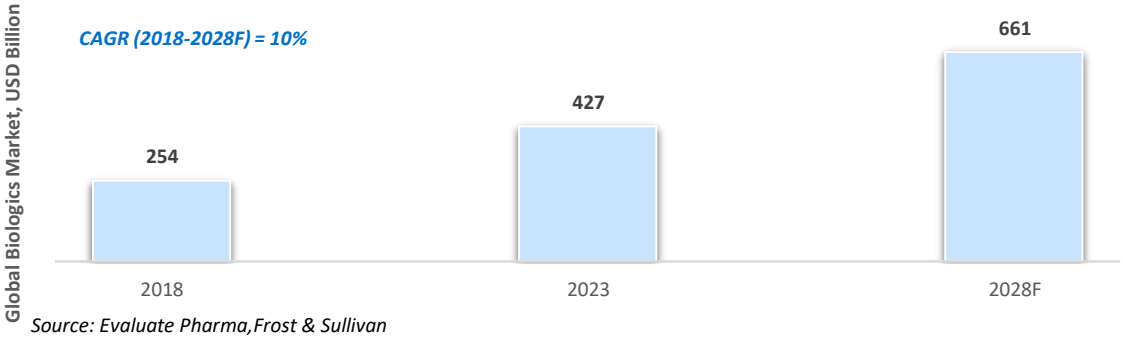
Exhibit 1.2B: Growth Rate of Global Pharma Market by Modality, 2018 and 2028F



Source: Evaluate Pharma,Frost & Sullivan

Global Biologics Market Overview

Exhibit 1.3: Global Biologics Market, 2018-2028F



Source: Evaluate Pharma,Frost & Sullivan

The inception of biologics dates back to the late 20th century with the advent of recombinant DNA technology, leading to the production of human insulin as one of the first biologic products. The market evolved with the introduction of mAbs, such as Rituxan and Herceptin, which revolutionized cancer therapy and other disease treatments. Over the years, the biologics market expanded significantly, driven by technological advancements in gene therapy, cell therapy, and drug delivery systems.

Subsequently, the therapeutic areas benefiting from biologics have broadened, encompassing oncology, autoimmune diseases, and rare genetic disorders. Biologics have demonstrated superior efficacy and specificity compared to traditional small molecules, leading to their blockbuster status and high commercialization potential. The lifecycle of biologic products is distinct, often involving complex manufacturing processes, longer development timelines, and stringent regulatory pathways. However, once approved, these products enjoy extended market exclusivity, contributing to their substantial revenue generation.

Biologics represents a robust growth market. Between 2018 and 2023, the segment's revenue surged 11% (CAGR), reaching USD 427 billion in 2023. Owing to the blockbuster nature of many biologics, they have

[21] The U.S. FDA defines biologics as products derived from living organisms (such as humans, animals, microorganisms, or yeast) that are used to prevent, treat, or cure diseases or medical conditions. These products can include vaccines, blood and blood components, allergenics, somatic cells, gene therapies, tissues, and recombinant therapeutic proteins. They are typically large (>10,000 daltons), complex molecules that may be produced through biotechnological processes.

consistently outpaced small molecules in market growth. For instance, in 2023, the top 15 pharmaceutical products generated a cumulative revenue of USD 174 billion, of which biologics represent 12 out of the 15 molecules[22].

This trend has significantly altered the pharmaceutical market landscape, with biologics increasing their market share from 30% in 2018 to 37% in 2023. Looking ahead, the biologics market is expected to continue this upward trajectory, with forecasts indicating a potential increase in market share to around 41% by 2028, with corresponding values reaching USD 661 billion. The biologics market is poised for continued growth, driven by ongoing research, the development of biosimilars, and the increasing prevalence of chronic diseases.

Technological advancements will likely further propel the biologics market, with innovations such as CRISPR gene editing, CAR-T cell therapy, and advanced biomanufacturing techniques enhancing the precision and scalability of biologics.

However, the biologics market is notably concentrated. In 2023, the top 10 biologic therapies accounted for 32-38% of all biologic spending, and the top 20 accounted for 47-52%. This concentration highlights the dominance of certain blockbuster biologics, such as Humira, which reached peak annual sales of over USD 20 billion, and Keytruda, with sales of USD 25 billion in 2023[23]. Given the strong market potential, biosimilar developers mainly target these key molecules, as their pipeline candidates.

Biologics are expected to sustain demand growth until 2028 and beyond, as several health issues are plaguing the global population. The increasing choices within biologics, the continuous evolution and adoption of biologics in medical treatments, and their commercial success underscore their pivotal role in the future of pharmaceuticals, driving both market growth and therapeutic advancements.

Global Biosimilar Market Overview

The demand for biologics, which target specific pathways and cells in therapeutic areas like cancer and rare diseases, continues to rise. However, high development costs, which translate to high treatment costs, often create affordability challenges. For instance, in the United States (U.S.), the treatment cost of biologics typically ranges from USD 10,000 to USD 30,000 per year[24], and in many cases, it can be much higher, making it unaffordable for many patients, especially those without adequate insurance coverage. In low- and middle-income countries (LMICs), only half of insulin-dependent patients can afford insulin, a critical biologic drug. When biologics lose patent protection, biosimilars enter the market, offering a solution to high drug costs by providing access to comparable treatments at lower prices. Biosimilars are biologic products that are highly similar to an already approved reference biologic, with no clinically meaningful differences in terms of safety, efficacy, and quality. These products are approved based on comprehensive comparability assessments, including extensive analytical studies and clinical trials when necessary.

However, the definition and nomenclature of biosimilars vary globally. For example, in India, they are referred to as “similar biologics,” while the World Health Organization (WHO) calls them “similar biotherapeutic products,” and in Canada, they are known as “subsequent entry biologics.” Despite these differences, the underlying concept remains the same, with biosimilars offering a viable path to making biologic treatments more accessible and affordable while maintaining comparable clinical outcomes and safety profiles. For instance, since the launch of the first biosimilars in 2006 in Europe and 2015 in the US, biosimilars have

[22] Evaluate Pharma, includes sales contributed by partners, includes sales exclusively generated by the brand and not by the active ingredient; Jardiance is excluded from the dataset due to the lack of clarity regarding brand-specific revenue figures.

[23] Evaluate Pharma and Company Annual Reports

[24] NIH: National Library of Medicine

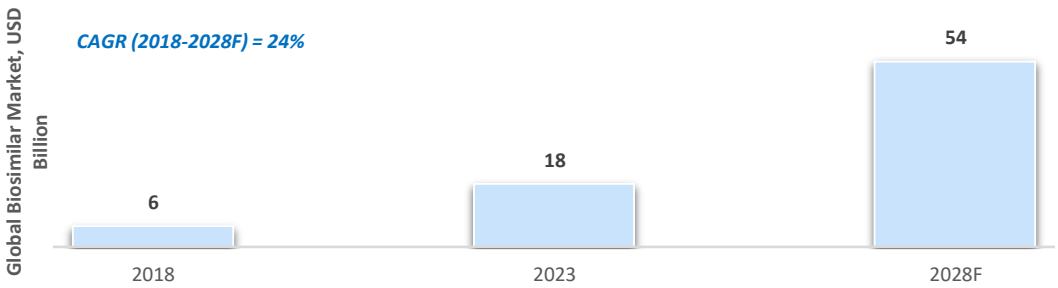
generated savings of nearly USD 56 billion[25] and USD 24 billion[26], respectively as of 2023. A major part of this affordability arises from the reduced clinical trial requirements, which are permitted when sufficient biosimilarity is demonstrated through product characterization and other analytical tools.

These cost savings allow biosimilars to play a crucial role in benefiting both patients and healthcare systems.

Global Biosimilar Market

An upcoming patent cliff, growing acceptance among physicians and patients as an affordable alternative to biologics with comparable clinical outcomes, and incentives from regulators and payers are paving the way for double-digit growth in the global biosimilars market continuing historical growth trajectory.

Exhibit 2.1: Global Biosimilar Market, 2018-2028F



Source: EvaluatePharma,Frost & Sullivan

Biosimilars form an increasingly important subset of the global market. By competing with original biologics across a growing range of therapeutic areas, biosimilars offer stakeholders, including payers, physicians, and patients, more treatment options. The development and approval of biosimilars are accelerating, disrupting established pricing floors while proving to be comparably efficacious to their reference biologics. This disruption has led to increased demand for biosimilars, which are seen as a viable solution to the high costs of biologic treatment.

Global biosimilar sales reached USD 18 billion in 2023, representing a three-fold growth since 2018. Despite the recency of biosimilars—the first biosimilar was approved in 2006 in the EU—they have already captured 4% of the total biologics market share in 2023, a figure expected to nearly double to reach 8% by 2028. The success of biosimilars can be attributed to several factors, including the commercialization of new biosimilars in established markets and the increased uptake of existing biosimilars in other markets[27]. Established markets, as front-runners in biosimilar adoption, have realized substantial cost savings, therefore encouraging broader adoption of new biosimilars in therapeutic areas burdened by high expenses. Meanwhile, in other markets, the need for access to otherwise unaffordable originator biologics is significantly accelerating the uptake of existing biosimilars, further propelling market expansion. This strong growth of the global biosimilar market is already evident in the volume growth of the market as evidenced by the below examples.

[25] Report from IQVIA Institute for Human Data Science - The Impact of Biosimilar Competition in Europe, 2023; Savings on list prices

[26] U.S. Generic and Biosimilar Medicines Savings Report: 2023

[27] Other markets include all the countries not included in Europe, JANZ, and the U.S.

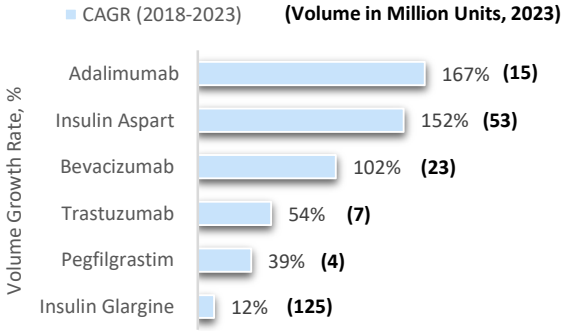
Moreover, the growth is not limited to just one region but spans the globe across geographies as demonstrated below.

Exhibit 2.2A: Sales of Select Biosimilar Products, 2023

Molecules/ Parameter	Originator Brand Name	Biosimilar Market Size (USD Billion)
Adalimumab	Humira	4.2
Bevacizumab	Avastin	3.3
Trastuzumab	Herceptin	1.8
Pegfilgrastim	Neulasta	1.7
Insulin Glargine	Lantus	1.3
Insulin Aspart	NovoLog	0.2

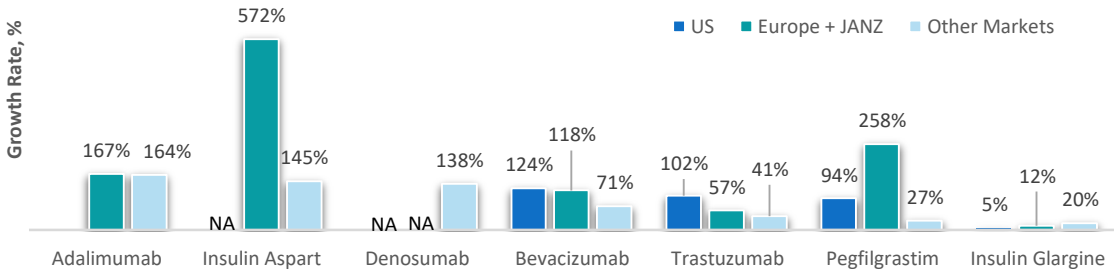
Source: Annual Report, Centers for Medicare & Medicaid Services, Evaluate Pharma, Frost & Sullivan
Note: Indicative values since it is a derivative from different sources

Exhibit 2.2B: Growth Rate of Global Biosimilar Market by Volume, 2018-2023



Source: Frost & Sullivan analysis using data from the following source: IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023.

Exhibit 2.2C: Growth Rate of Global Biosimilar Market by Volume, 2018 and 2023, (CAGR 2018-2023, %)



Source: Frost & Sullivan analysis using data from the following source: IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023.
Note:For Europe + JANZ- Growth rates for Bevacizumab and Insulin Aspart are from 2020-2023; For the US- Growth rates for Bevacizumab and Trastuzumab are from 2019-2023; NA indicates the market in which the biosimilar is not launched; for the U.S. adalimumab biosimilars CAGR (2018-2023) is not applicable as the adalimumab biosimilar launched in 2023 in the U.S.

Most importantly, biosimilars can reduce treatment costs. The favorable cost-to-benefit ratio associated with biosimilars has led to over 90% penetration in some established European markets for certain therapeutic areas[28]. Beyond cost savings, the introduction of biosimilars has, in some cases, generated 2–5% incremental annual volume demand for the molecule[29].

As the global market for biosimilars expands, their role in providing affordable and effective treatment options is set to become even more prominent, further driving their market growth and adoption. With the potential for substantial market penetration across established and other markets, the biosimilar market is projected to grow at a CAGR of 24% from 2023 to 2028, reaching an estimated USD 54 billion by 2028.

Some of the key growth drivers that could potentially propel the biosimilar market to surpass global pharmaceutical and biologic market growth are discussed below.

[28] Report from IQVIA Institute for Human Data Science - The Impact of Biosimilar Competition in Europe, 2023

[29] Report from IQVIA Institute for Human Data Science – Biosimilars in the United States 2023 - 2027, January 2023

Growth Drivers for the Global and Regional Biosimilar Market

Growing Number of Approvals

Since the first biosimilar approval in 2006, over 550 have already been approved in 10 markets alone as of July 2024.

The history of biosimilars, particularly in the U.S. and Europe, reflects a dynamic trajectory marked by significant growth and strategic developments. The European Medicines Agency (EMA) pioneered the regulatory framework for biosimilars, approving the first biosimilar, Omnitrope (a somatropin biosimilar), in 2006. Other markets, like the U.S., followed later, with the Food and Drug Administration (FDA) approving its first biosimilar, Zarxio (a filgrastim biosimilar), in 2015.

Since these initial approvals, the number of biosimilars approved and commercialized in both regions has shown a robust year-on-year increase, driven by progress in biosimilar development and an increased understanding of clinical efficacy and safety, as well as a favorable stance of regulatory bodies. By July 15, 2024, the EMA had approved 89 biosimilars, spanning various therapeutic areas such as oncology, immunology, and endocrinology. Similarly, the U.S. FDA had approved 57 biosimilars across 17 unique biological molecules as of July 2024. Notably, the number of approvals has witnessed exponential growth since the early days of biosimilar introduction. In Europe, while the EMA approved roughly three new biosimilars per year between 2006 and 2016, a further 26 were approved in 2017-2018 alone, with 2017-2023 approvals averaging 8 per year. Likewise, in the U.S., the U.S. FDA approved a peak of 10 biosimilars in 2019 and 12 in the first seven months of 2024 alone[30].

Other markets are also riding the biosimilar growth wave, with countries like Brazil, Malaysia, and Saudi Arabia leading the charts. Brazil and Mexico, driven by rising healthcare demands and government initiatives, have seen approvals increase to 52 and 32 biosimilars respectively by May 2023[31]. Saudi Arabia, aligning with its Vision 2030 healthcare goals, had approved 116 biosimilars by July 2024 and is anticipated to see a steady increase in approvals as the focus shifts to the adoption of affordable alternatives[32].

Therapeutic areas such as oncology, immunology, hematology, and endocrinology have seen the highest concentration of biosimilars across advanced and other markets. Immunology applications represented the largest market share in July 2024, accounting for approximately 29% of biosimilar approvals in the ten assessed markets[33] and 35% in the U.S. and Europe. Oncology, which was second to immunology in the U.S. and Europe, accounted for 24% of the share[34]. The oncology segment is expected to gain a leading position and experience rapid growth in the coming years.

[30] Analysis based on U.S. FDA Purple Book and European Medicines Agency (EMA) data

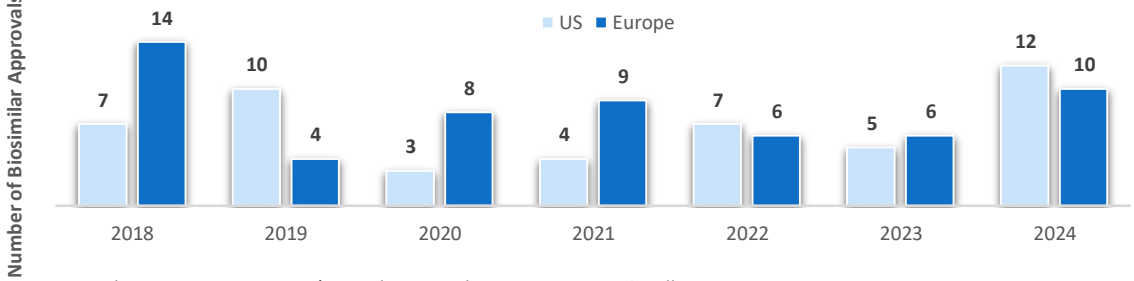
[31] Generics and Biosimilars Initiative (GaBI)

[32] Saudi Food and Drug Authority

[33] Ten assessed markets are the U.S., Europe, New Zealand, Australia, Japan, Mexico, Brazil, Turkey, Saudi Arabia, Malaysia

[34] PharmaProjects, Country's Regulatory Websites, GABI, Frost & Sullivan

Exhibit 2.3: Biosimilar Approvals in the U.S. and Europe, 2018-2024



Source: PharmaProjects, Country's Regulatory Websites, GABI, Frost & Sullivan
Note: Data as of 15thJuly 2024; Europe's count excludes refused and withdrawn biosimilars

Biosimilar Uptake

Market penetration of biosimilars varies, depending on factors like the tender systems that favor price discounts, acute treatments where rotation of patients is higher, the number of competitors, and the nature of competitors

The uptake of biosimilars has experienced significant growth in recent years, driven by a multifaceted combination of regulatory support, cost-effectiveness, rising healthcare demands, and increased acceptance among healthcare providers and patients. Initially, the introduction of biosimilars was met with considerable hesitancy due to concerns regarding their safety, efficacy, and interchangeability with reference biologics. Over time, regulatory agencies such as the EMA and the U.S. FDA, developed comprehensive guidelines and approval pathways, bolstering confidence in biosimilars. The accumulation of robust clinical trial data and real-world evidence, demonstrating the safety and efficacy of biosimilars, has been pivotal in increasing their acceptance.

Escalating healthcare costs and the need for more cost-effective treatment options have further incentivized healthcare systems and providers to embrace biosimilars more readily. Concerted efforts to educate healthcare providers, patients, and policymakers about the benefits and safety of biosimilars have also contributed to their wider acceptance and utilization. Moreover, biosimilar manufacturers have gained extensive experience in the successful commercialization of their products. This expertise has enabled them to successfully navigate through regulatory landscapes efficiently, optimize supply chains, and implement effective market strategies.

While the uptake varies by region and therapeutic area, there is an evident increase in the overall uptake, which is expected to increase with the next generation of biosimilars expected to be launched in the next five years.

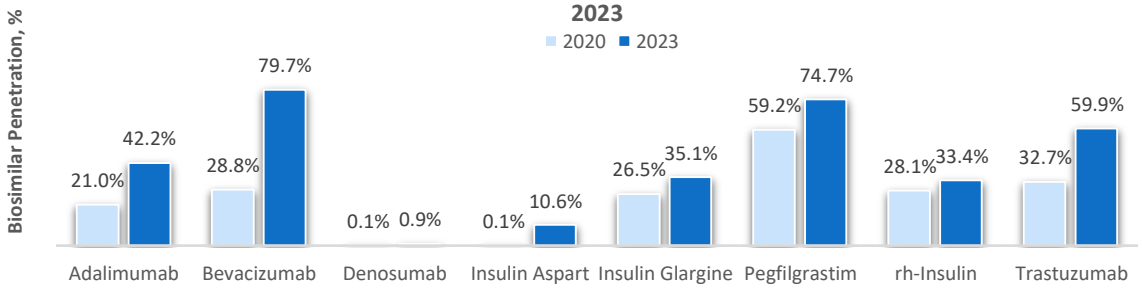
A mature market environment where biosimilars are increasingly recognized as a viable and cost-effective alternative to reference biologics, benefiting healthcare systems and patients alike, is driving an accelerated uptake of biosimilars within the first three years of launch. The increased uptake of biosimilars is also evident with recently launched biosimilars capturing over 80% of the market in the first 36 months of launch, surpassing adoption rates of first-generation biosimilars. For example, oncology biosimilars – bevacizumab and trastuzumab, launched in 2019 in the U.S., captured 82% and 78% of the market share by volume respectively within 36 months of their launch. This contrasts significantly with the oncology biosimilar - filgrastim, which was launched in November 2013 in the U.S. and managed to capture a 60% share in its first 36 months of launch[35]. A similar trend is evident in Europe, where the average[36] uptake rate for the new generation of biosimilars launched after 2018 has already reached 15-30% within a year of launch and as high as 88% for

[35] Report from IQVIA Institute for Human Data Science – Biosimilars in the United States 2023 - 2027, January 2023

[36] Average based on analysis of limited products

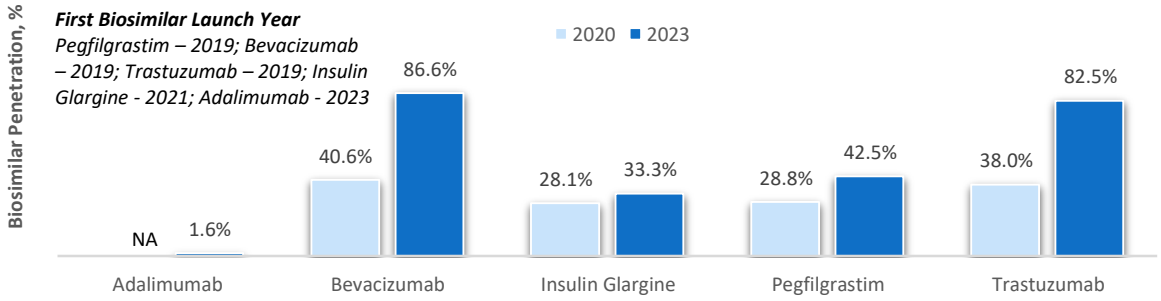
bevacizumab biosimilars within three years of launch. (Frost & Sullivan analysis using data from the following source: IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023.)

Exhibit 2.4A: Global Biosimilar Penetration by Volume for Select Products, 2020 and 2023



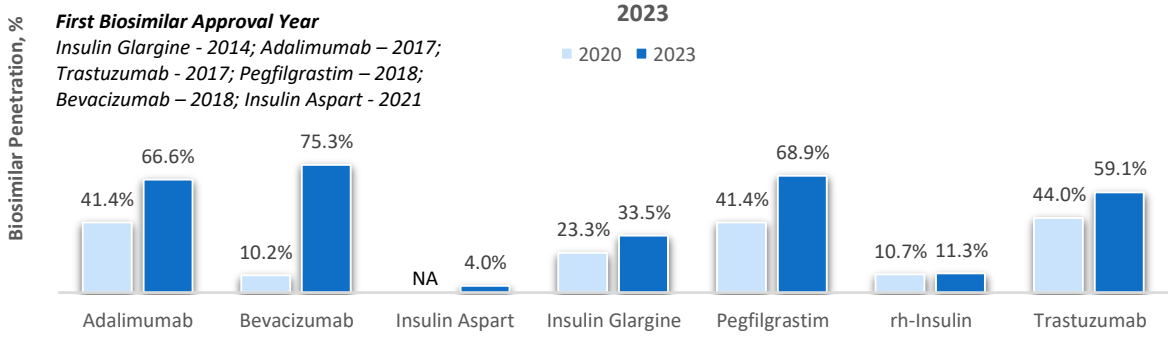
Source: Frost & Sullivan analysis using data from the following source: IQVIA MIDAS® quarterly volume sales data for period MAT 2020 and MAT 2023.
Note: Insulin Glargine Products include only Lantus and its biosimilars and exclude Toujeo

Exhibit 2.4B: U.S. Biosimilar Penetration by Volume for Select Products, 2020 and 2023



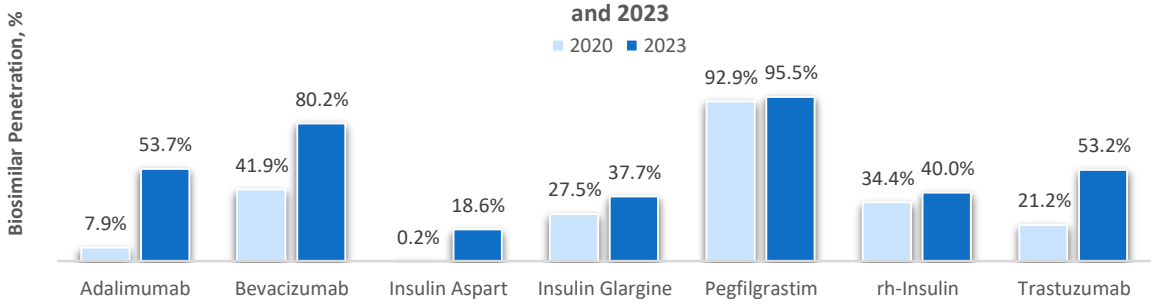
Source: Frost & Sullivan analysis using data from the following source: IQVIA MIDAS® quarterly volume sales data for period MAT 2020 and MAT 2023.
Note: Insulin Glargine Products include only Lantus and its biosimilars and exclude Toujeo, NA indicates the biosimilar not launched

Exhibit 2.4C: Europe + JANZ Biosimilar Penetration by Volume for Select Products, 2020 and 2023



Source: Frost & Sullivan analysis using data from the following source: IQVIA MIDAS® quarterly volume sales data for period MAT 2020 and MAT 2023.
Note: Insulin Glargine Products include only Lantus and its biosimilars and exclude Toujeo, NA indicates the biosimilar not launched

Exhibit 2.4D: Other Markets Biosimilar Penetration by Volume for Select Products, 2020 and 2023



Source: Frost & Sullivan analysis using data from the following source: IQVIA MIDAS® quarterly volume sales data for period MAT 2020 and MAT 2023.
Note: Insulin Glargine Products include only Lantus and its biosimilars and exclude Toujeo

Reimbursement Policies

Reimbursement policies play a critical role in driving the uptake of biosimilars by influencing both physician prescribing behavior and patient access. These policies determine financial incentives for healthcare providers and impact the overall affordability and availability of biosimilars.

There have been several initiatives from public and private payers to incentivize switching to more affordable biosimilars where available, to contain the rising costs of healthcare.

For instance, in the U.S. – one of the markets with the highest healthcare costs- the Inflation Reduction Act (IRA) was introduced in 2022. Under the IRA, the CMS announced in August 2024 the first list of negotiated prices for 10 selected drugs through direct negotiations with manufacturers. The price reductions for biologics under the IRA are substantial, ranging from 66% to 76%, highlighting a significant step toward lowering the cost burden of high-priced medications in the U.S. healthcare system. In tandem, under the IRA, biosimilars are reimbursed at the Average Sales Price (ASP) plus 8% of the reference product's ASP, which is higher than the reference product's add-on of 6%[37]. This enhanced reimbursement rate, set through December 2027, aims to incentivize physicians to prescribe biosimilars by making them a more financially attractive option compared to reference biologics. Simultaneously, private insurers and Pharmacy Benefit Managers (PBMs)[38] like UnitedHealthcare and Express Scripts are increasing their biosimilar formularies portfolio, promoting biosimilars by offering them at lower copay tiers and providing incentives for providers to prescribe them. Medicaid formularies are increasingly prioritizing biosimilar inclusion to reduce drug costs. For example, California Medicaid implemented a mandatory substitution policy for biosimilars of epoetin alfa, requiring pharmacists to dispense the lowest-cost biosimilar unless the prescriber specifically requests the reference product.

Similarly, in Australia, the government has implemented several initiatives to boost the use of biosimilars. A USD 20 million awareness campaign as well as agreements with industry bodies to streamline the approval process and promote biosimilar prescribing have led to a substantial increase in biosimilar availability. From 2013 to 2023, 15 biosimilar brands have been registered, and 11 are listed on the Pharmaceutical Benefits Scheme (PBS), reflecting significant progress in biosimilar adoption[39].

[37] Centers for Medicare & Medicaid Services

[38] In the U.S., a Pharmacy Benefit Manager (PBM) is an organization that acts as an intermediary between insurance providers, pharmacies, and drug manufacturers to manage prescription drug benefits on behalf of health insurers, Medicare Part D drug plans, large employers, and other payers. PBMs negotiate discounts and rebates with drug manufacturers, establish formularies (lists of covered medications), and process prescription drug claims.

[39] Australian Government, Department of Health and Aged Care: Biosimilar Medicines Subsidized on the PBS

Given the constrained healthcare budgets, the UK and Germany are incentivizing prescribers to choose the least expensive drugs, often biosimilars. This approach helps control healthcare costs while promoting biosimilar adoption. In Japan, a mandate requiring 80% use of generics has been implemented to drive cost savings and increase the adoption of cost-effective treatments, with a similar approach for biosimilars[40].

There is increasing traction in other markets as well. While China's National Reimbursement Drug List (NRDL) has been updated to include a variety of biosimilars, Brazil through the Brazilian Public Health System (SUS) reimburses biosimilars similar to reference biologics.

Globally, effective reimbursement policies are one of the strongest levers for enhancing the uptake of biosimilars by making them financially advantageous for both providers and patients. Such policies are not only supporting the broader adoption of biosimilars but also decreasing treatment costs and increasing access to essential therapies.

Conducive Regulations

Regulations play a crucial role in ensuring the safety, quality, and efficacy of biosimilars while also influencing physician and patient behaviors and fostering a competitive environment for manufacturers.

Globally, the regulatory landscape for biosimilars is diverse but largely benchmarked to the guidelines established by the EMA and the WHO. The EMA pioneered biosimilar regulation with its first guidelines in 2005, setting stringent standards for safety, efficacy, and quality. In 2009, the WHO introduced global guidelines for similar biotherapeutic products (SBPs), providing a non-country-specific framework to help local regulatory authorities adhere to international standards. These guidelines outline the fundamental principles necessary to ensure the safety and efficacy of biosimilars.

The U.S. FDA biosimilar guidelines followed the EMA's and WHO's, allowing for an abbreviated approval pathway. The Biologics Price Competition and Innovation Act (BPCIA) of 2010, part of the Patient Protection and Affordable Care Act, established this pathway. The act enables biosimilars' approval by demonstrating similarity to an already U.S. FDA-approved biologic, thereby streamlining the regulatory process.

Approval requirements for biosimilars are more stringent than those for non-biologic generic drugs and differ significantly from those for reference biologics. Non-biologic generics must demonstrate bioequivalence, proving they perform in the same manner as the original drug. In contrast, biosimilars must establish a high level of similarity to their reference biologics through extensive analytical, non-clinical, and clinical studies. The process involves proving comparable quality, safety, and efficacy without the existence of clinically meaningful differences from the reference biologic. Additionally, biosimilar regulatory pathways often include specific requirements for immunogenicity assessments and post-marketing surveillance. The approval process for non-biologic generics typically takes two to three years, costing between USD 1 million to USD 5 million. For biosimilars, it usually takes around seven to eight years and costs between USD 50 million to USD 200 million. In comparison, new biologic drugs take 10 to 15 years and can cost between USD 800 million to USD 3 billion to develop and approve[41].

While the fundamentals of establishing biosimilarity for approval remain uniform across regions, nuances exist regarding the quantity and veracity of studies required for approvals and special designations. For instance, in Europe, all biosimilars are considered interchangeable, allowing pharmacists to switch the reference product without consulting the physician. Europe also allows substitution with other biosimilars in the same class at the pharmacy level. In the U.S., obtaining an interchangeability designation requires additional switching studies

[40] JPMA Industry Vision 2025

[41] NLM: The Economics of Biosimilars; Why are biosimilars much more complex than generics?

to assess whether the biosimilar can be alternated with the reference product without compromising safety or efficacy.

Compared to non-biologic generics, biosimilar regulations are still nascent but evolving rapidly, enabling more streamlined and accelerated approvals. Hypothetically, the U.S. FDA may approve a biosimilar for indications that are approved for the reference product, even if the biosimilar has not been directly studied in those indications. This is possible if the manufacturer provides adequate scientific justification, facilitating broader use of biosimilars without extensive additional clinical studies.

Globally, there is stronger harmonization between countries, making it easier for biosimilar companies to navigate multiple markets and regions simultaneously. For example, countries like Norway, Croatia, Australia, Turkey, New Zealand, South Africa, and the UK have modeled their biosimilar approval processes based on the EU's framework. Australia adopted the EU guidelines without modifications, while Singapore and Malaysia made minor amendments to align with the European standards. In the same light, Mexico has removed some limits on clinical trials, accepted data from abroad instead of deriving all data domestically, streamlined marketing authorizations, and reduced administrative costs.

The Brazilian biosimilar market is also primed for rapid growth, especially in light of the new modifications to the authorization requirements for follow-on biologicals and biosimilars introduced in October 2023. The proposed draft outlines potential exemptions from non-clinical and clinical specific studies, contingent upon submitting a technical-scientific justification. It also allows the use of comparator drugs from internationally regulated markets streamlining the registration process and reducing costs for biosimilar development & approval and health systems.

Likewise, Indian biosimilar market is advancing towards maturity with the implementation of more rigorous and streamlined guidelines, which permit the use of reference biologics approved either in India or any International Council for Harmonisation (ICH) country, thereby strengthening confidence among biosimilar manufacturers, healthcare professionals, and patients. Concurrently, regulatory reforms such as BIRAC's funding initiatives for R&D, alongside the Production Linked Incentive (PLI) scheme to enhance manufacturing capabilities, are fostering a supportive environment for the growth and development of the biosimilar sector in the country.

Moreover, several pipeline bills and laws, such as the Biosimilar Red Tape Elimination Act in the U.S., aim to further streamline the approval process. This bill seeks to eliminate the requirement for switching studies for interchangeability designation. Early examples of such regulatory flexibility include waiving additional studies for insulin biosimilars, and Biocon Biologics' aflibercept biosimilar. Likewise, the U.S. Senate has also passed an anti-patent thicketing bill to address patent thicketing—a strategy where numerous patents are filed on incremental innovations to delay biosimilar entry into the market. By streamlining patent disputes and enhancing transparency, the bill facilitates the earlier entry of biosimilars.

Recent developments in the U.S. market, including the Federal Trade Commission's (FTC) focus on PBMs and their rebate practices, aim to prevent the steering of patients away from lower-cost drugs such as biosimilars. This regulatory scrutiny aligns with the broader goal of making healthcare more affordable by promoting access to cost-effective treatment options.

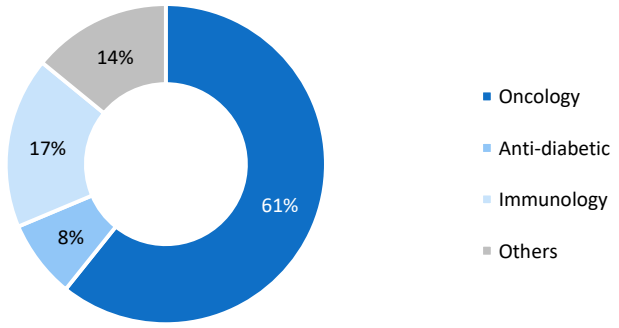
The evolving regulatory frameworks and harmonized global standards are accelerating the launch and adoption of biosimilars. Regulations are crucial in driving the uptake of biosimilars by establishing frameworks that facilitate their development, approval, and market entry. Conducive regulatory environments help streamline processes, reduce costs, and enhance market access, thereby encouraging the adoption of biosimilars across various regions.

Upcoming Patent Cliff

As numerous biologics approach the end of their patent life, biosimilars are entering the market, offering significant cost savings for healthcare systems and improving patient access to advanced treatments. Between 2024 and 2028, over 50 major biologics are expected to lose patent protection, representing an opportunity of approximately USD 120 - 125 billion[42] based on the revenue generated in 2023. This includes more than 25 blockbuster drugs with annual sales exceeding USD 1 billion. This period is expected to pave the way for increased biosimilar market entry.

The highest opportunity for new biosimilars exists in oncology, representing 61% of the total opportunity between 2024 and 2028, followed by immunology (17% share of the opportunity). Notable oncology examples of these high-value drugs include Merck's Keytruda (Pembrolizumab), which had global sales of around USD 25 billion in 2023, and BMS' Opdivo (Nivolumab), with annual sales of approximately USD 10 billion in 2023. Beyond traditional therapeutic areas dominated by biosimilars, new opportunities may also open in ophthalmology (sensory organs), and hematology. Other significant drugs facing patent expiration include Regeneron's Eylea (Aflibercept) and AstraZeneca's Soliris (Eculizumab), both of which have substantial market revenues and are critical in their respective therapeutic areas.

Exhibit 2.5: Upcoming Opportunities in the Global Biosimilar Market by Therapeutic Area, 2024F - 2028F



Source: Evaluate Pharma, Frost & Sullivan
Note: Sales generated in the year before patent expiry; the opportunity is indicative since patent litigation and other factors can delay or advance the launch of biosimilars; current analysis based on last year of patent expiry; excludes vaccines
Others include cardiovascular, genito-urinary, respiratory, gastro-intestinal, etc.; Immunology includes musculoskeletal

Exhibit 2.6: Upcoming Biosimilar Opportunities for Key Molecules, 2024F-2028F

Molecules/ Parameter	Brand Name	Therapeutic Area	Peak Sales (USD Billion)
Pembrolizumab	Keytruda	Oncology	32
Nivolumab	Opdivo	Oncology	13
Ustekinumab	Stelara	Immunology	11
Aflibercept	Eylea	Ophthalmology	10
Secukinumab	Cosentyx	Immunology	7
Dulaglutide	Trulicity	Anti-Diabetic	7
Denosumab	Prolia	Musculoskeletal	5
Denosumab	Xgeva	Musculoskeletal	2
Pertuzumab	Perjeta	Oncology	4
Golimumab	Simponi	Immunology	3
Certolizumab Pegol	Cimzia	Immunology	2
Ipilimumab	Yervoy	Oncology	2
Ado-Trastuzumab Emtansine	Kadcyla	Oncology	2

[42] Evaluate Pharma, Total based on annual global revenue in the year before patent expiry. Values are indicative.

Mepolizumab	Nucala	Respiratory	2

Source: Evaluate Pharma, Frost & Sullivan
Note: Peak sales for biosimilars refers to the highest annual revenue a biosimilar product is expected to generate after achieving market penetration and adoption; Biocon Biologics' pipeline includes 11 biosimilar products under various stages of development namely - Ustekinumab, Denosumab, Pertuzumab, Insulin glargine (U300), and 7 undisclosed assets in early stages of development

Global Biosimilar Market by Region

The U.S. is overcoming early hurdles and experiencing accelerated growth, while Europe + JANZ leads with near-total biosimilar penetration in some countries to command ~36% and ~52% market share in 2023 respectively.

The biosimilar market is characterized by significant regional variations, reflecting diverse growth trajectories and unique opportunities. In the U.S., the biosimilar market is witnessing a notable upward trend, overcoming initial challenges related to regulatory guidelines and interchangeability concerns. Initially hindered by complex approval processes and a limited number of biosimilars, the market has gained considerable momentum following the implementation of the Biologics Price Competition and Innovation Act (BPCIA) in 2015. Recent developments, including the approval of high-profile biosimilars for mAbs and insulin, are facilitating broader adoption. By 2023, the U.S. biosimilar market constituted 36% of the global market by value, up from 33% in 2018, driven by reduced regulatory barriers and the increased availability of interchangeable biosimilars. The U.S. market is expected to mirror broader trends in the pharmaceutical and biologics sectors in the near future.

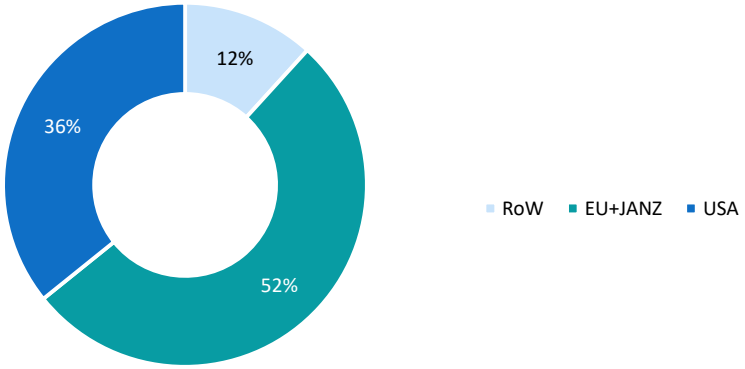
In contrast, Europe, which has historically been a leading force in the biosimilar market due to early adoption and a favorable regulatory environment, has seen its market share diminish in comparison to the U.S. and other markets. By 2023, Europe remained a global leader in the biosimilar sector, with certain countries achieving near-total penetration for specific products. For instance, biosimilars of infliximab and filgrastim have attained market shares approaching 90% to 100% in the Netherlands and France[43], respectively, highlighting the region's proactive approach to cost containment and healthcare efficiency.

The JANZ region, encompassing Japan, Australia, and New Zealand, is experiencing steady progress in its biosimilar market. The region is benefiting from evolving regulations and a growing demand for affordable therapies. Japan's supportive regulatory framework, coupled with incremental growth in Australia and New Zealand, is driving the market forward. Collectively, Europe and the JANZ region held a commanding 52% share of the global biosimilar market in 2023, though this represents a decline from nearly 65% in 2018. Nevertheless, the market share in these regions is expected to remain substantial in the coming years, supported by the launch of new biosimilars and adoption rates that outpace the global average.

Other markets in Latin America, the Middle East, and Southern Africa are experiencing substantial growth in the biosimilar sector. Factors such as increasing population, rising disease incidence, improved affordability, and enhanced accessibility have propelled the regional biosimilar market to a 12% share in 2023, up from 3% in 2018.

[43] GaBI: Key factors for successful uptake of biosimilars: Europe and the US

Exhibit 2.7: Global Biosimilar Market by Regions, 2023



Source: Secondary Research Referencing IQVIA Whitepapers and Database, Evaluate Pharma, Frost & Sullivan
Note: JANZ= Japan, Australia, New Zealand; Europe + JANZ excludes Russia, Belarus, Turkey, and Kazakhstan; Russia, Belarus, Turkey, and Kazakhstan and are included in Other Markets

Global Biosimilar Market by Technology

In 2023, antibody therapeutics, encompassing mAbs and recombinant antibodies, dominated the global biosimilar market with 53% market share due to their established role in treating autoimmune disorders and oncology, the two largest therapeutic area segments. Proteins and peptides followed the antibody therapeutics and contributed approximately 46% of the revenue share, with insulins contributing around 25% of this total.

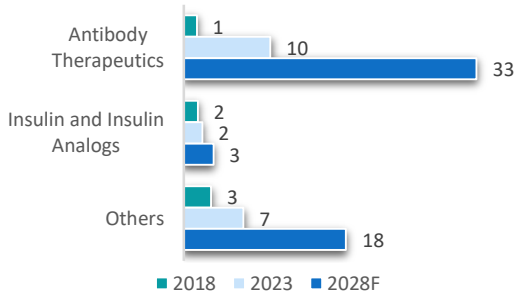
The biosimilar market is characterized by rapid technological advancements and the launch of numerous products, particularly in the areas of mAbs, recombinant antibodies, proteins, and peptides. mAbs have been a key segment within this market due to their extensive use in treating chronic and life-threatening conditions such as cancer, autoimmune disorders, and infectious diseases. The introduction of biosimilar mAbs, including those for rituximab, trastuzumab, and infliximab, has played a crucial role in reducing treatment costs, thereby facilitating their adoption across various healthcare systems.

Recombinant antibodies have long been a cornerstone of the biosimilar market, demonstrating a legacy of dominance due to their essential role in treating a diverse range of diseases, including cancer, autoimmune disorders, and inflammatory conditions. This segment is highlighted by commercial successes such as adalimumab, which has been one of the top performers in the market. This commercial success stems from the high efficacy and specificity of these antibodies, which make them integral to modern therapeutic regimens. In 2018, the market for antibody therapeutics was valued at USD 1 billion, fueled by the increasing demand for affordable treatment alternatives in both developed and other markets. By 2023, the market had expanded significantly to around USD 10 billion and is expected to further reach USD 33 billion by 2028.

Proteins and peptides, akin to antibodies, are vital to the biosimilar market and are well-established encompassing enzymatic, and targeting functions across diverse therapeutic areas like endocrine, immunology, and hematology. Insulin and insulin analog biosimilars have emerged as a pivotal growth driver within this segment. Since 2018, Insulin and insulin analog biosimilars have made substantial progress, with Biocon Biologics' Semglee gaining approval in Europe and later in the U.S. in 2021, where it achieved interchangeability status. Pharmacy-driven substitutions, especially in the U.S., are expected to accelerate market growth as these interchangeable biosimilars gain wider adoption. The upcoming launch of additional biosimilars, including insulin aspart and recombinant human insulin (rh-Insulin), will further strengthen this segment. Given the rising prevalence of diabetes and the urgent need for cost-effective treatments, the insulin

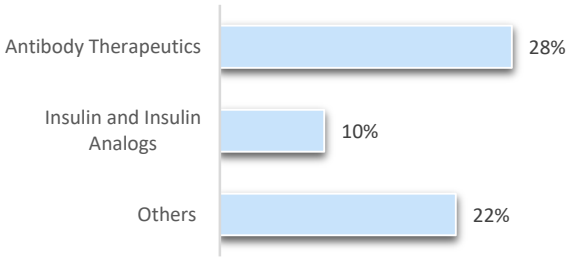
and insulin analogs biosimilar market is projected to reach USD 3 billion by 2028, underscoring its crucial role in the biosimilar landscape.

Exhibit 2.8A: Global Biosimilar Market by Technology, 2018-2028F,USD Billion



Source: Evaluate Pharma,Frost & Sullivan
Note: Others include protein and peptide therapeutics and other biotechnology products and encompasses growth factors like pegfilgrastim, fusion proteins like etanercept, and hormones like epoetin alfa.

Exhibit 2.8B: Growth Rate of Global BiosimilarMarket by Technology, 2023-2028F



Source: Evaluate Pharma,Frost & Sullivan
Note: Others include protein and peptide therapeutics and other biotechnology products and encompasses growth factors like pegfilgrastim, fusion proteins like etanercept, and hormones like epoetin alfa.

Global Biosimilar Market by Therapeutic Areas

By 2023, the biosimilar market was dominated by endocrine therapies, including insulin and insulin analog biosimilars, as well as musculoskeletal and oncology biosimilars, which added new growth to the traditional segments of hematology and immunology. Additional growth is anticipated from emerging areas such as ophthalmology and CNS therapies.

The global cancer burden is rapidly increasing, with an estimated 20 million new cases and 9.7 million deaths in 2022[44] alone, highlighting the mounting need for effective treatments. Biologics have become a popular approach to managing and treating cancer due to their proven effectiveness. However, most biologics launched between 2009 and 2014 have annual costs exceeding USD 100,000[45], rendering them inaccessible to large segments of the population. As a result, the oncology segment has emerged as one of the most lucrative areas within the biosimilar market. In 2023, the oncology biosimilar market was valued at approximately USD 7 billion, largely driven by the expiration of patents for major mAbs like rituximab, trastuzumab, and bevacizumab. The high biosimilar penetration crossing the 75% mark for products bevacizumab is a testament to the needs fulfilled by cost-effective biosimilars in the market. The increasing global prevalence of cancer, combined with the growing demand for cost-effective treatment options, is expected to propel the market further. With the impending launch of several new oncology biosimilars, including those for pembrolizumab and nivolumab, the market is projected to reach USD 11 billion by 2028, growing at a CAGR of 12%.

The endocrinology therapeutic area has seen rapid advancements in the biosimilar market, particularly in the diabetes segment. With 422 million people worldwide affected by diabetes—primarily in low- and middle-income countries—and 2 million annual deaths attributed to the disease[46], the global burden has been rising

[44] WHO

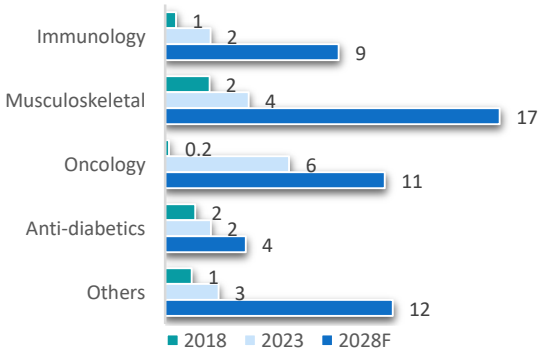
[45] ASCO: The Rising Cost of Cancer Drugs and Impact on Access

[46] WHO: Diabetes 2024

steadily. This number is expected to rise to 643 million by 2030 and 783 million by 2045[47]. This surge has driven demand for affordable diabetes management, leading to significant growth in anti-diabetes biosimilars.

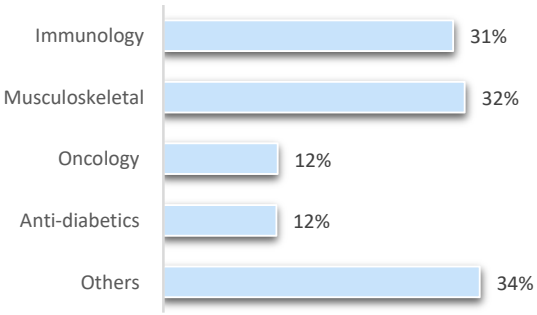
The musculoskeletal biosimilar market has emerged as a vital segment within the broader biosimilar industry, driven by the growing prevalence of musculoskeletal disorders such as rheumatoid arthritis, osteoarthritis, and ankylosing spondylitis. Since the approval of the first biosimilars for musculoskeletal conditions, including biosimilars of etanercept and infliximab, the market has expanded rapidly up from USD 2 billion in 2018 to USD 4 billion in 2023. The anticipated launch of biosimilars for blockbuster molecules such as denosumab, golimumab, and abatacept between 2024 and 2028 is expected to drive a robust CAGR of 32%, propelling the market value to USD 17 billion by 2028.

Exhibit 2.9A: Global Biosimilar Market by Therapeutic Areas, 2018-2028F,USD Billion



Source: Evaluate Pharma,Frost & Sullivan
Note: Others include Central Nervous System, Dermatology, Gastro-Intestinal, Genito-Urinary, Hematology, Respiratory, Opthalmology, etc.

Exhibit 2.9B: Growth Rate of Global BiosimilarMarket by Therapeutic Area, 2023-2028F



Source: Evaluate Pharma,Frost & Sullivan
Note: Others include Central Nervous System, Dermatology, Gastro-Intestinal, Genito-Urinary, Hematology, Respiratory, Opthalmology, etc.

Key Challenges and Risks in the Global Biosimilar Market and Success Factors for Biosimilar Companies

The biosimilar market encompasses numerous challenges and risks that create significant entry barriers for new companies as well as established companies in new markets. At the same time, companies that successfully navigate these multifaceted challenges and proactively mitigate risks can enjoy success in the market. Some of the challenges include:

- **Regulatory complexity and variability:** Biosimilars undergo rigorous and intricate regulatory approval processes, including comprehensive clinical trials and pharmacovigilance studies to prove their similarity to reference biologics. Each country has distinct regulatory standards, definitions, and approval pathways, necessitating nuanced understanding and regulatory expertise across multiple markets. This challenge is compounded by the fact that many countries have evolving regulatory frameworks, often undergoing multiple iterations during the product approval process. Additionally, maintaining compliance with these heterogeneous and ever-changing regulations demands agility and a deep understanding of the commercial markets involved. However, some established biosimilar companies have successfully penetrated multiple markets, navigating the complexities of regulatory heterogeneity and meeting the stringent standards of top regulatory agencies. For example, as of July 2024, Biocon Biologics has secured approval for nine biosimilars from authorities such as the U.S.'

[47] International Diabetes Federation (IDF)

FDA, Europe's EMA, and Japan's PMDA, while also commercializing its products across 120 countries.[48]

- **High development and production costs:** The development and production of biosimilars necessitate substantial investments in research and development (R&D), as well as the establishment and maintenance of manufacturing facilities equipped with sophisticated technologies. Typically, the development of biosimilars requires investments ranging from U.S.$50 million to U.S.$200 million, with an additional U.S.$200 million to U.S.$500 million needed to set up large-scale biotech facilities[49]. Constructing these biotech facilities can take four to five years, and they are expensive to operate due to multiple process steps, long durations, high cost of raw materials, and need for highly skilled personnel. The capital-intensive nature of the business poses significant challenges for new companies attempting to scale up rapidly. Biosimilar companies that successfully establish and manage large-scale operations, maintain regulatory compliance at their manufacturing sites, and adopt the latest technologies early on can gain a competitive advantage in expanding their product portfolios and commercial reach. Companies like Biocon Biologics are utilizing advanced analytical tools such as mass spectrometry and the Multi-Attribute Method (MAM) to decrease reliance on clinical trials, potentially leading to significant savings in development costs.

- **Manufacturing and quality control process complexity:** Unlike small-molecule drugs which are chemically synthesized, biosimilars are produced using living cells which can impact the consistency of the final product as the biological source can change over time. Additionally, manufacturing sites are subject to inspections from regulatory agencies such as the U.S. FDA, and non-compliance can lead to the revocation of manufacturing licenses. To succeed in the market, maintaining consistent product quality and managing manufacturing processes are critical to avoid production setbacks and ensure regulatory compliance. For instance, Biocon Biologics has received over 80 cGMP approvals from more than 25 regulatory agencies[50], underscoring the numerous approvals required while meeting the rigorous standards of multiple agencies necessary for success in the biosimilar industry.

- **Intellectual property and legal barriers:** Patent litigation and thickets have been significant challenges in the market. Biosimilar manufacturers often face legal battles over patent infringement claims by originator companies, leading to costly and lengthy litigation processes. Also, originator companies may create complex patent landscapes, making it difficult for biosimilar manufacturers to develop their products without infringing on patents. Biosimilar companies need to possess strong intellectual property capabilities to effectively manage the complexities of the IP landscape and successfully launch their products across markets. For example, Biocon Biologics settled with Bayer and Regeneron to secure a market entry date for its aflibercept biosimilar in Canada. The company also signed a settlement and license agreement with Janssen Biotech and Johnson & Johnson to commercialize Bmab 1200, a biosimilar to Stelara, in the U.S. upon approval, and resolved patent disputes with Janssen to secure market entry dates in Europe and Japan[51].

- **Increased market competition and pricing pressure:** While biosimilars generally experience less severe and more gradual price erosion compared to small-molecule generics—where price declines can reach up to 90% within a year of the first generic launch—their pricing is still subject to downward pressure due to market dynamics like rising competition and evolving reimbursement policies. For

[48] Company Annual Report

[49] NIH: Do the Outcomes of Clinical Efficacy Trials Matter in Regulatory Decision-making for Biosimilars?; Investment history of multiple companies

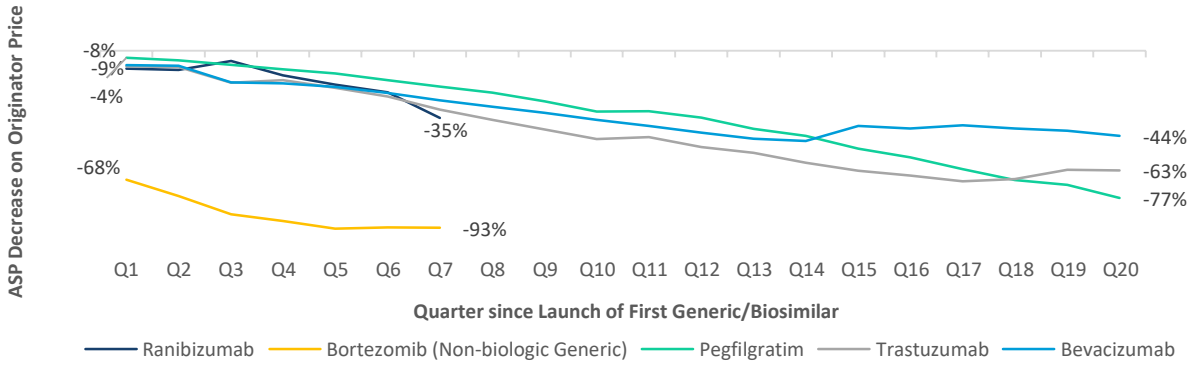
[50] Company Annual Report

[51] Company Press Release and Announcement

example, by the end of Q4 of the first ranibizumab biosimilars launch, the market saw an average market ASP discount of 13% in the U.S., whereas bortezomib (non-biologic generic) faced an 89% price erosion during the same period. In Europe, biologics are comparatively lower in cost than in the U.S. While biosimilars in Europe tend to have steeper initial discounts, the discount gradually plateaus over time.

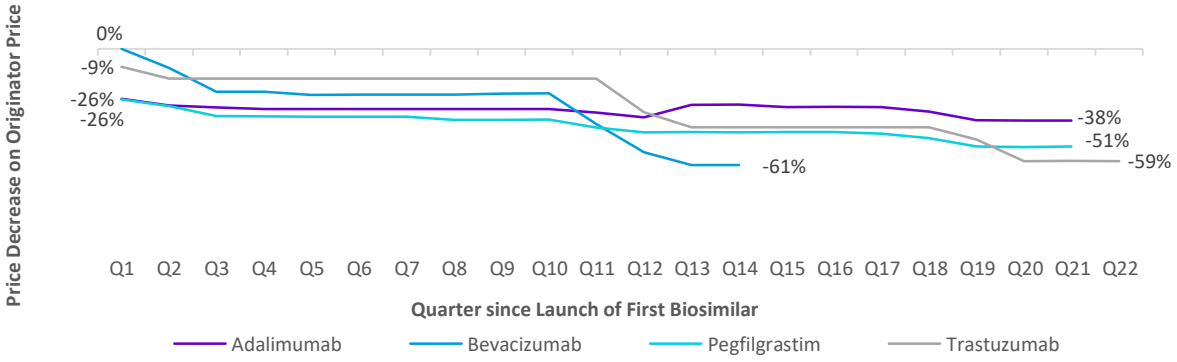
This pricing pressure can lead to reduced profit margins, making it challenging for companies to recover the substantial investments required for biosimilar development and production. Indian biosimilar manufacturers benefit from several competitive advantages over their U.S. and European counterparts. Notably, they enjoy lower manufacturing costs and possess robust R&D capabilities. These advantages allow Indian manufacturers to sustain profitability even within the increasingly competitive biosimilar market. Likewise, larger companies with economies of scale and larger portfolios benefit from lower manufacturing costs and better commercialization capabilities, allowing them to withstand pricing pressure while gaining more market share.

Exhibit 2.10: ASP Decrease Since Launch of First Generics/Biosimilar in the U.S. Market



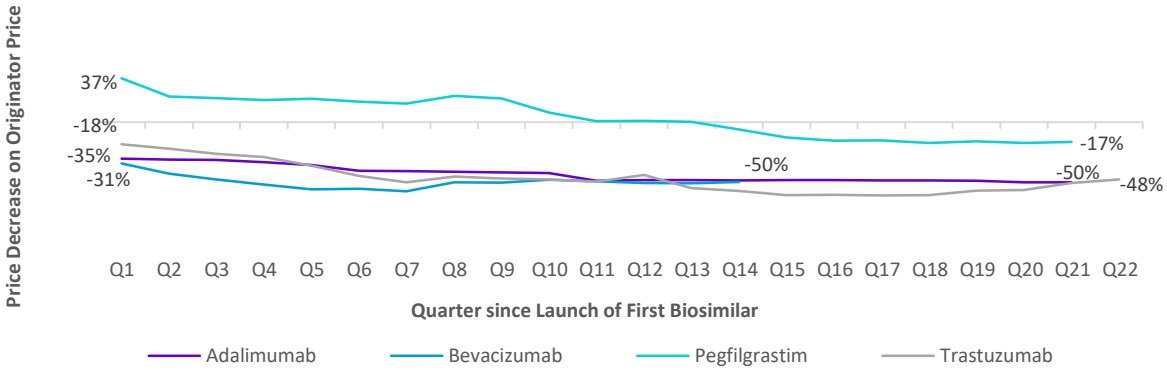
Source: Centers for Medicare & Medicaid Services, Frost & Sullivan
Note: Indicative discounts for Bortezomib (non-biologic generic) since weighted volume market share for latest years is not

Exhibit 2.11: Price Decrease Since Launch of First Biosimilar in France Market



Source: Frost & Sullivan analysis using data from the following source: IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023.

Exhibit 2.12: Price Decrease Since Launch of First Biosimilar in Germany Market



Source: Frost & Sullivan analysis using data from the following source: IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023.

- **Supply chain and distribution complexity**: Biosimilars are highly sensitive to temperature variations and require stringent cold chain logistics to maintain their stability and efficacy throughout their journey from production to end use. Managing these temperature-sensitive products becomes more complex when raw materials, intermediates, and finished products span multiple countries, each with its own regulatory, import, export, and distribution requirements. The importance of a well-managed supply chain was particularly evident during the COVID-19 pandemic, which exposed vulnerabilities and emphasized the need for resilience and adaptability in logistics operations. Biosimilar companies with integrated and digitized supply chains and distribution processes enjoy significant advantages including improved cost efficiency, quality control, and market responsiveness.
- **Modular and fragmented operations:** Modular and fragmented operations in the biosimilar industry pose significant risks including coordination difficulties, inconsistent quality control, and heightened vulnerability to disruptions. These challenges arise from dividing functions across multiple external partners or entities. In contrast, vertical integration, which consolidates all stages of the biosimilar lifecycle from R&D to commercialization under one organization, offers notable advantages. Several biosimilar manufacturers, including Biocon Biologics and Celltrion, have recognized the benefits of vertical integration. Biocon Biologics, in particular, has implemented end-to-end vertical integration from R&D to clinical trials, regulatory affairs, IP management, manufacturing, logistics, and commercialization. By integrating vertically, manufacturers achieve increased global regulatory and clinical capabilities, alignment, more efficient processes, stronger operational resilience, and mitigating pricing pressures leveraging its comprehensive control over the entire value chain to optimize performance and maintain a competitive edge.
- **Market access, affordability, and reimbursement:** The pharmaceutical value chain varies significantly across countries, influencing market access and reimbursement strategies. For example, in the US, the value chain involves Pharmacy Benefit Managers (PBMs), which play a critical role in negotiating prices and formulary placements. Conversely, in countries like Saudi Arabia, the market operates through centralized tendering agencies, such as the National Unified Procurement Company (NUPCO), which manages procurement and distribution processes. As a result, gaining market access in different regions may require negotiations with a range of stakeholders beyond traditional payers and insurers. Customizing negotiation strategies, competitive pricing models, and securing favorable placement in formularies and reimbursement terms with healthcare providers and insurers can prove crucial for market success.

- **Portfolio design and commercialization capabilities:** Companies with a mixed portfolio of innovator drugs and biosimilars may face strategic misalignment, as they often prefer to prioritize the sale of high-cost innovative drugs over biosimilars. This is in contrast to pure-play biosimilar focused companies, which concentrate exclusively on lower-cost alternatives. However, for these pure-play biosimilar-focused companies, having robust commercial sales capabilities is crucial. Given that biosimilar drugs face higher competition from other biosimilars as well as reference products, a strong commercial sales force is necessary to differentiate their offerings from those of competitors. This differentiation can be achieved through effective marketing strategies, solid relationships with healthcare providers, and a differentiated portfolio, ensuring their products gain a competitive edge in the market. For example, companies like Biocon Biologics have diversified their portfolios to include both mAbs and insulins, which enables them to tap into multiple therapeutic areas, creating a balanced product mix that combines the relatively more straightforward insulin biosimilars, with their shorter approval pathways and lower development cost, and the more complex mAb biosimilars, which target high-value oncology and immunology markets. Moreover, among the assessed companies, Biocon Biologics currently stands out as the only biosimilar company with end-to-end capabilities in insulins as well as biosimilars, spanning from R&D to commercialization. This integrated approach provides the company with stronger control over development timelines, cost efficiencies, and operational efficiencies, as well as greater agility to respond to market dynamics and regulatory changes.

Exhibit 2.13: Biosimilar Portfolio Benchmarking of Select Companies, 2024

Molecule/ Company	Biocon Biologics	Sandoz	Pfizer	Amgen	Samsung Biologics	Celltrion	Alvotech	Organon
Trastuzumab	✓	✓	✓	✓	✓	✓		✓
Bevacizumab	✓	✓	✓	✓	✓	✓		✓
Pegfilgrastim	✓	✓	✓					
Pertuzumab	✓							✓
Filgrastim		✓	✓					
Rituximab		✓	✓	✓		✓		
Adalimumab	✓	✓	✓	✓	✓	✓	✓	✓
Etanercept	✓	✓			✓			✓
Infliximab		✓	✓	✓	✓	✓		✓
Ustekinumab	✓	✓		✓	✓	✓	✓	
Ranibizumab		✓			✓			
Aflibercept	✓	✓		✓	✓	✓	✓	
Denosumab	✓	✓			✓	✓	✓	✓

Source: Annual Reports, Websites as accessed on 25th August 2024
Note: Samsung Bioepis' biosimilar for Adalimumab (SB5) is commercialized by Organon in the U.S.

- **Need to be an early entrant in the market:** Entering the biosimilar market early presents significant challenges yet offers substantial rewards for those who succeed. Challenges can range from lengthy regulatory approval processes, extensive clinical trials, and rigorous testing to advanced manufacturing processes. Despite these hurdles, early entrants can capture a higher market share by establishing their presence before competitors and building strong relationships with healthcare providers and patients. For example, one of the first-to-market Kanjinti (launched in July 2019), a trastuzumab biosimilar, has been the market leader in the U.S. since Q4 2020 and held 36-37% market share by volume in Q4 2023.[52] To be the first to market, companies must invest heavily in R&D, streamline their production processes,

[52] Samsung Bioepis: Biosimilar Market Report Q2 2024

and navigate regulatory pathways efficiently. Forming strategic partnerships with experienced players in the industry can also accelerate market entry. By prioritizing speed and efficiency without compromising on quality, companies can overcome the inherent challenges and reap the benefits of being a pioneer in the biosimilar market. For example, Biocon Biologics has consistently focused on being an early entrant in the biosimilar market by getting early approvals. Demonstratively, in 2017, Biocon and Mylan co-developed Ogivri, the first FDA-approved biosimilar Trastuzumab, marking Biocon as the first Indian company to achieve this milestone. This was followed by the 2018 launch of Fulphila, the first biosimilar pegfilgrastim in the US, and the 2021 FDA approval of Semglee, the first interchangeable biosimilar insulin glargine. Most recently, in May 2024, Biocon Biologics gained FDA approval for Yesafili, the first interchangeable biosimilar to Eylea, reinforcing its commitment to early market entry.

- **Patient and healthcare provider acceptance:** Overcoming skepticism and building trust in biosimilars among patients and providers are critical for market penetration and success. Established biologics often have strong brand loyalty among healthcare providers, which can be a barrier to biosimilar adoption. Building trust among physicians and patients through education and evidence of biosimilar efficacy and safety can help biosimilar companies build strong brand recognition and loyalty.

Biosimilar Market Competitive Landscape Overview

The global biosimilar market is experiencing a notable surge in competition, fueled by its inherent attractiveness driven by its size, growth prospects, and the sector's critical role in healthcare. As a result, an influx of companies, ranging from multinational powerhouses to emerging biotechs, are entering the fray, intensifying competition as each strives to capture a slice of this lucrative market. Nearly 170 companies have launched biosimilars in the global markets as of July 2024 and an additional 120 companies have products under development[53]. In the U.S. and Europe, there are fewer than 40 companies that have received approvals for biosimilars (57+89 biosimilars) as of 15th July 2024, and the approval portfolio remains concentrated with only six companies with more than 10 approvals[54]. This high degree of concentration with established biosimilar companies is attributable to a combination of capacity for manufacturing biosimilars as well as their business strategies including acquisition, in-licensing, and out-licensing deals to gain rapid access to new product portfolio and global markets.

Illustratively, India-headquartered Biocon Biologics held nine biosimilar approvals across the U.S., Europe, and Other Markets and enjoys sizeable and in some cases double-digit market share across multiple markets as exemplified below.

[53] PharmaProjects

[54] Country's Regulatory Websites, GABI

Exhibit 3.1: Biocon Biologics' Market Share by Volume in Biologic Market for Select Products, 2023 and June 2024

Market/ Molecule	2023		Q1 CY 2024	
	US	Europe + JANZ	US	Europe + JANZ
Pegfilgrastim	16% (Biosimilar launched in 2018)	6% (Biosimilar launched in 2020)	21%	5%
Trastuzumab	11% (Biosimilar launched in 2019)	5% (Biosimilar launched in 2019)	15%	5%
Insulin Glargine	12% (Biosimilar Launched in 2020)	3% (Biosimilar launched in 2016-2019)	13%	3%
Bevacizumab	(Not yet launched)	4% (Biosimilar launched in 2021-2022)	(Not yet launched)	3%
Adalimumab	< 1% (Biosimilar launched in 2023)	6% (Biosimilar launched in 2018-2021)	< 1%	6%

Source: Frost & Sullivan analysis using data from the following source: IQVIA MIDAS® quarterly volume sales data for period MAT 2023 and Q1 2024.
Note: Market value is often distorted by dual pricing, discounting, rebates, tender-based procurement, and regional and corporate policy heterogeneity. Volume, by contrast, offers a more consistent and accurate measure of market dynamics and is therefore preferred for market share calculations; the Biologic market includes originator and biosimilars.

Biocon Biologics has a footprint in diverse geographies. In addition to its presence in regulated markets like the U.S. and Europe, Biocon Biologics has also achieved significant market share in other markets. For instance, in the first quarter of 2024, the company captured a 53% market share by volume for insulin glargine in Malaysia and over 80% for bevacizumab (by volume) in South Africa. (Frost & Sullivan analysis using data from the following source: IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023.)

In addition to offering formulations, the company also supplies rh-Insulin drug substances to other markets. In 2023, the company along with its formulation partners captured 13% of the biologic volume market share, which surged to 15% in the first quarter of 2024. Resultantly, in Q1 of 2024, Biocon Biologics was among the top 5 insulin glargine and rh-Insulin players by volume. (Frost & Sullivan analysis using data from the following source: IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023.)

Moreover, Biocon Biologics has successfully increased its volume market share between 2023 and the end of Q1 2024, particularly in the U.S. For instance, the volume market share for adalimumab biosimilars nearly doubled in the U.S. during the period and increased nearly 1.3x for Insulin glargine and Trastuzumab biosimilars. In Europe too, the volume market share in the biologic market for insulin glargine biosimilars surged from 3.0% in 2023 to 3.4% by June 2024. This growth trajectory underscores the company's robust pipeline and commercial success in the global biosimilar market. This growth trajectory underscores the company's robust pipeline and commercial success in the global biosimilar market. As of July 2024, Biocon Biologics boasts one of the largest biosimilar pipelines among assessed peers, with 11 products in various stages of development. This pipeline density is on par with global biopharmaceutical giants and is a testament to the company's strategic focus on R&D. The increasing R&D investments, which accounted for 10% of operating revenue in FY24, have seen a cumulative growth of 71% from FY22 to FY24, reflecting the company's commitment to innovation and development.[55]

Biocon Biologics is ranked among the top biosimilar manufacturers based on its biomanufacturing capacity. This dual focus on pipeline development and manufacturing scale-up has allowed the company to serve 120 markets as of July 2024.[56]

[55] Company Annual Report, R&D includes R&D expense, net of recovery from co-development partners.

[56] Company Annual Report

Exhibit 3.2: Operational Benchmarking of Select Biosimilar Companies, 2024

Parameter/ Company	Biocon Biologics	Sandoz	Pfizer	Amgen	Samsung Biologics	Celltrion	Alvotech	Organon
Headquarter	India	Switzerland	U.S.	U.S.	South Korea	South Korea	Iceland	U.S.
Nature of Operation	Pure-play biosimilar	Pure-play generics and biosimilar	Diversified Product	Diversified Product	Diversified Product and Service with dedicated biosimilar business through Samsung Bioepis	Diversified Products and Services but a large proportion of revenue derived from Biosimilar business	Pure-play biosimilar	Diversified Product
Number of Approved and Launched Biosimilars	9	14	8	7	9	9	2	5
Biosimilar Manufacturing Capacity	368kL	>100kL*	~603kL	~818kL	604kL	250kL	~16kL	-

Source: Annual Reports, Websites as accessed on 25th August 2024, Bioprocess International
*Note: Manufacturing capacity for diversified companies is not exclusively for biosimilar manufacturing; Some companies may have appended manufacturing capacity through partnerships such as between Sandoz and Just-Evotec; " * " includes manufacturing capacity for Sandoz and Novartis AG; " - " indicates Not Applicable; for Biocon – 9 are approved products, out of which 8 are commercialized*

THE ISSUER

The Issuer is a wholly-owned subsidiary of one of the Guarantors, (Biocon Biologics UK Limited), which is in turn a wholly-owned subsidiary of the Parent Guarantor, and was incorporated as a public limited company with limited liability under the laws of England and Wales on July 19, 2024. The Issuer has its corporate seat in London, United Kingdom, and has been registered with Companies House under No. 15847687.

The Issuer is, among other things, authorized to issue the Notes and enter into the Indenture governing the Notes and any other transaction documents to which it is or will be a party. The issuance of the Notes was approved by the Board of Directors on behalf of the Issuer on September 23, 2024.

The directors of the Issuer are:

- Mr. Nicholas Robert Haggar (appointed on July 19, 2024);
- Mr. Rajendra Jatar (appointed on July 19, 2024); and
- Mr. John Russell Fotheringham Walls (appointed on July 19, 2024).

The issued share capital of the Issuer amounts to £100,000, consisting of 100,000 ordinary shares with a nominal value of £1.00 each. The Issuer has no authorized share capital and therefore an unlimited number of additional ordinary shares can be issued.

No financial statements for the Issuer are included in this offering memorandum, and the Issuer will not publish financial statements (except for such statements which the Issuer is required by the laws of England and Wales to publish) as the Issuer’s obligations under the Notes will be guaranteed on a senior basis by the Guarantors. In addition, the Issuer does not intend to furnish to the Trustee or the holders of the Notes financial statements of, or other reports relating to, the Issuer.

BUSINESS

Overview

We are a fully vertically integrated global biosimilars player with a demonstrated track record of success across the entire value chain from research and development ("**R&D**") to the manufacturing and commercialization of biosimilars globally. We aim to transform healthcare by enabling equitable access to high-quality, lifesaving biosimilars for patients worldwide As a frontrunner and early entrant in the global biosimilars space we have achieved several "firsts" and have invested over U.S.$1 billion in research and development and approximately U.S.$900 million in building state-of-the-art, global scale manufacturing facilities since the inception of the biosimilars business in Biocon Limited. We have one of the most extensive and diversified global biosimilars portfolio of 20 products that straddles both insulins and Monoclonal Antibodies ("**mAbs**") for the global market. While our focus has been on the diabetes, immunology, and oncology therapeutic areas, we are expanding our offering to include products in ophthalmology and bone health. Our business footprint spans over 120 countries, and we have been able to garner significant market shares in several key geographies such as the U.S. with several of our products having revenues of over U.S.$100 million with substantial potential for further growth.

Biocon Limited, the parent entity of Biocon Biologics Limited, is publicly listed on the National Stock Exchange of India and the Bombay Stock Exchange Limited ("**BSE**") and has a market cap of approximately U.S.$5.2 billion as of June 30, 2024. It houses the generics formulation and APIs business, and has incubated several businesses, including Biocon Biologics Limited, its biosimilars arm, and Syngene International Limited, a contract research, development and manufacturing organization that provides integrated discovery, development and manufacturing services to over 400 clients worldwide, including 14 of the top 20 pharmaceutical companies.[57] Syngene International Limited is listed on the NSE and BSE Indian stock exchanges. As of Fiscal Year 2024, Biocon Biologics Limited represents the largest share of the parent company's revenues at 60% of total revenues.

We entered the biosimilars business (as Biocon Limited) in the early 2000s with strong R&D capabilities and have achieved numerous global first-to-market milestones in the biosimilar space. In 2004, we launched and commercialized bHuman Insulin using our patented, award-winning Pichia pastoris platform. In 2014, we launched the world's first biosimilar bTrastuzumab in India, and in 2016, we were the first company from India to have a biosimilar approved in Japan, namely, the biosimilar Insulin Glargine. We were the first company globally to get approval from the US FDA for bTrastuzumab in 2017, for bPegfilgrastim in 2018, for interchangeable bGlargine in 2021 and for interchangeable bAflibercept in 2024.

Biocon Biologics Limited was incorporated as "Biocon Biologics India Limited" on June 8, 2016. Subsequently, the name of the Company was changed to "Biocon Biologics Limited." In 2019, the biosimilars business of Biocon Limited was transferred to Biocon Biologics Limited, with its own governance and dedicated leadership team. In Fiscal Year 2024, Biocon Biologics Limited contributed to approximately 60% of Biocon Limited's total revenue. As of June 30, 2024, Biocon Limited held an 88.70% equity stake in Biocon Biologics Limited. For more details, please refer to the "*Principal Shareholders*" section.

We have a long history of collaboration with strategic partners to build and leverage complementary capabilities, share costs and de-risk investments. Our most significant and enduring partnership was with Viatris Inc. ("**Viatris**") (which was formed through the integration of Mylan Inc. and Upjohn Inc. in November 2020), a relationship which began in 2009 when we collaborated for the development, manufacturing, and commercialization of biosimilar mAbs. This was then expanded to insulin analogs in 2013. The Viatris collaboration was a cost-share and profit-share model where we participated in approximately one-third of the

[57] Rankings as of FY24

economics in the U.S., Canada, United Kingdom, Europe, Japan, Australia, and New Zealand ("**Advanced Markets**") where Viatris had exclusive commercial rights and approximately half of the economics in over 80 other markets, outside the Advanced Markets ("**Emerging Markets**") where we shared commercial rights. The partnership brought together complementary capabilities, combining Biocon Biologics Limited's global R&D and manufacturing capabilities with Viatris' global regulatory and commercialization capabilities. In November 2022, we accelerated our self-commercialization aspirations by acquiring the biosimilars business of Viatris to create a vertically integrated biosimilar player with end-to-end capabilities. After the completion of the Viatris Acquisition, we recognized the combined revenue, costs and associated profits from the Viatris business in both Advanced Markets, such as the U.S. and Europe, as well as Emerging Markets, a step-up from the existing profit share arrangement.

This was an inflection point in our history and enabled us to become a leading global biosimilars company. The integration of Viatris was accelerated by one year and was completed in December 2023. As we transitioned the business globally, we also on-boarded an experienced global leadership team and built new organizational capabilities from the ground up across several important pillars such as policies, processes, digital infrastructure, compliance and governance in key geographies, leveraging our global network of partners and distributors to commercialize our products globally.

Following the Viatris Acquisition, we have eight commercialized biosimilar assets around the world. We are in over 120 countries, including a direct business presence in key geographies: (a) 21 self-led markets in the Advanced Markets located across North America and Europe, and (b) eight self-led Emerging Markets (i.e. Morocco, the Philippines, UAE, Thailand, Brazil, Saudi Arabia, Malaysia and South Africa).

The increasing global disease burden and demographic shift towards an aging population are among the key drivers of growth in the pharmaceutical market. The percentage of the global population over 60 is expected to nearly double from 12% to 22% by 2050, reaching around two billion[58]. This is expected to increase the prevalence of chronic diseases and age-related conditions and drive demand for drugs targeting conditions like hypertension, diabetes, osteoporosis and neurodegenerative diseases.

The aging population is not the only demographic experiencing a rise in chronic diseases: younger populations are also increasingly affected due to lifestyle changes. Globally, one in three adults suffers from multiple chronic conditions. The cost of chronic disease worldwide is estimated to reach U.S.$47 trillion by 2030. Diabetes is one such chronic disease, which affects 422 million people worldwide and results in two million deaths annually.[59] The number of diabetics is expected to rise to 643 million by 2030 and 783 million by 2045.[60] Cancer is another such disease and has one of the one of the highest burdens with 20 million new cases in 2022.[61] Moreover, about one in five people are expected to develop cancer in their lifetime.[62] Management of these diseases often requires lifelong pharmaceutical treatment, further driving market growth.

The biosimilars market is expected to grow rapidly given favorable market drivers such as abundance of biologics reaching loss of exclusivity, increasing disease incidence and prevalence and encouraging regulatory developments to alleviate increasing financial burden from public healthcare spending. Our strong end-to-end capabilities and exclusive focus on biosimilars which are high-quality and affordable alternatives to expensive originator biologic drugs makes us well placed to take advantage of the unfolding biosimilars opportunity.

[58] United Nations: World Population Ageing

[59] WHO: Diabetes 2024

[60] International Diabetes Federation

[61] NIH: The Global Burden of Multiple Chronic Conditions

[62] WHO

The following table sets out the key metrics of our business in Fiscal Years 2022, 2023 and 2024 and the three months ended June 30, 2023 and 2024.

	Fiscal Year ended March 31,			Three Months ended June 30,	
	2022	**2023**	**2024**	**2023**	**2024**
	Amount (in ₹ millions)				
Revenue from operations	34,643	55,838	88,242	20,148	20,834
Contribution margin	24,606	39,810	60,921	13,345	14,149
Contribution margin %	71%	71%	69%	66%	68%
R&D expense	3,100	8,890	9,110	2,590	1,660
EBITDA	10,129	13,381	21,896	4,578	4,740
EBITDA %	29%	24%	25%	23%	23%
Total Assets	96,951	401,648	431,092	407,796	432,831

Competitive Strengths

Comprehensive portfolio of biosimilars creating well-diversified revenue streams

We have a comprehensive portfolio of 20 biosimilars, with applications across multiple therapy areas, including oncology, diabetes, immunology, ophthalmology and bone health. The portfolio includes biosimilars of several global novel blockbuster originators which have achieved over U.S.$1 billion in sales annually. Eight of the biosimilars in our portfolio, including insulins and mAbs, have been commercialized globally, benefiting approximately 5.5 million patients annually around the world. We were among the top five insulin glargine and rh-Insulin players by volume globally by volume in the first quarter of calendar year 2024. [63]

Therapy Area	Oncology	Immunology	Ophthalmology	Bone Health	Diabetes	Others
Commercial	• Pegfilgrastim • Trastuzumab • Bevacizumab	• Adalimumab • Etanercept			• rh-Insulin • Glargine U100 • Aspart	
Approved			• Aflibercept			
Late Stage[1]	• Denosumab • Pertuzumab	• Ustekinumab		• Denosumab		
Early Stage[2]	2 undisclosed assets	3 undisclosed assets			• Glargine U300 • 1 Undisclosed	1 undisclosed asset

Notes:

(1) *Clinical to BLA Review*

(2) *Pre-clinical*

[63] *Source: Frost & Sullivan analysis using data from IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023.*

Our top commercial products are as follows:

- **bAdalimumab:** This monoclonal antibody is used to treat, among other things, rheumatoid arthritis, Crohn's disease and ulcerative colitis. We launched bAdalimumab in 2018 in Europe, and it is currently approved in 62 countries. Our bAdalimumab franchise remains strong with a market share of 6% in Europe, Japan, Australia and New Zealand for the three months ended March 31, 2024[64] and have seen significantly higher offtake in some markets such as Germany and France.

- **bPegfilgrastim:** bPegfilgrastim is used to reduce the incidence of infection in patients receiving cancer treatment. We launched bPegfilgrastim in 2018 in the U.S., and it is currently approved in 79 countries. Our bPegfilgrastim market share increased from approximately 16% in the Calendar Year 2023 to approximately 21% during the three months ended March 31, 2024 in the U.S..[65]

- **bTrastuzumab:** This is a targeted therapy for treatment of breast and gastric cancer. We launched bTrastuzumab in 2014 in India as the world's first bTrastuzumab and it is currently approved in 110 countries. Market share for Ogivri, our bTrastuzumab, increased from approximately 11% in the Calendar Year 2023 to approximately 15% during the three months ended March 31, 2024 in the U.S..[66]

- **Insulin bGlargine:** Insulin bGlargine is used to help control high blood sugar in patients with type 1 and type 2 diabetes. We launched insulin bGlargine in 2009 in India and in 2021 it was the first interchangeable product approved by the US FDA. The product is currently approved in 104 countries. Semglee, our branded insulin bGlargine, and our unbranded insulin bGlargine product, saw their market share increase from approximately 12% in the Calendar Year 2023 to approximately 13% during the three months ended March 31, 2024 in the U.S.. This excludes a large closed-door network that is not captured in IQVIA but represents another 3% in market share in the U.S..[67]

	Oncology			Immunology		Diabetes			Ophthalmology
	Commercialized								Approved
Products	bPegfilgrastim	bTrastuzumab	bBevacizumab	bAdalimumab	bEtanercept	Glargine Insulin	Rh-Insulin	Aspart Insulin	bAflibercept
Originator peak sales (USDbn) [1]	4.7	7.1	7.1	21.2	6.0	6.9	1.4	3.1	9.6
Market share in Q1 CY 2024 in advanced markets [2]	U.S.: 21% Europe + JANZ: 5%	U.S.: 15% Europe + JANZ: 5%	U.S.: -- Europe + JANZ: 3%	U.S.: <1% Europe + JANZ: 6%	/	U.S.: 13% Europe + JANZ: 3%	/	/	/

Notes:

(1) Source: public disclosures and Biocon Biologics Limited research. Data reflects Q1 CY24 market share for US, Europe, Japan, Australia and New Zealand.

*(2) Source: Frost & Sullivan analysis using data from IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023. Data reflects full 2023 reported sales including originator medicines and biosimilars; ASP*Eq.SU method used where reported sales are not available.*

As an early entrant in the biosimilars industry, we enjoy an advantage over our competitors due to the expertise and R&D required for this industry and the manufacturing investments required to develop and secure approval

64 *Source: Frost & Sullivan analysis using data from IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023.*

65 *Source: Frost & Sullivan analysis using data from IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023.*

66 *Source: Frost & Sullivan analysis using data from IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023.*

67 *Source: Frost & Sullivan analysis using data from IQVIA MIDAS® quarterly volume sales data for period MAT 2018 to MAT 2023.*

for a biosimilars company. We are one of the few companies in this industry with laboratory to market capabilities and the unique combination of both in-house developed mAbs and insulins.

Molecule/ Company	Biocon Biologics	Sandoz	Pfizer	Amgen	Samsung Biologics	Celltrion	Alvotech	Organon
Trastuzumab	✓	✓	✓	✓	✓	✓		✓
Bevacizumab	✓	✓	✓	✓	✓	✓		✓
Pegfilgrastim	✓	✓	✓					
Pertuzumab	✓							✓
Filgrastim		✓	✓					
Rituximab		✓	✓	✓		✓		
Adalimumab	✓	✓	✓	✓	✓	✓	✓	✓
Etanercept	✓	✓			✓			✓
Infliximab		✓	✓	✓	✓	✓		✓
Ustekinumab	✓	✓		✓	✓	✓	✓	
Ranibizumab		✓			✓			
Aflibercept	✓	✓		✓	✓	✓	✓	
Denosumab	✓	✓			✓	✓	✓	✓

Sources: Public disclosures, Biocon Biologics Limited research.

Strong pipeline assets in strategically focused therapeutic areas

We are strategically focused on therapeutic areas such as oncology, immunology and diabetes that have substantial commercial opportunities for biosimilars. These capabilities and focus have seen us successfully commercialize eight biosimilars, and as at June 30, 2024, we have a pipeline of four late-stage and eight early-stage products. In particular, we have made significant progress in Fiscal Year 2024 for the following products:

- **bUstekinumab:** This is an IL-12/23 inhibitor used to treat psoriasis, psoriatic arthritis, Crohn's disease and ulcerative colitis. The US FDA has accepted our Biologics License Application for review under the 351(k) pathway. We have signed a settlement and license agreement with Janssen Biotech Inc. and Johnson & Johnson that clears the way to commercialize the product in the U.S. no later than February 22, 2025, subject to US FDA approval. This positions us to be amongst the first wave of entrants in the U.S. We have also filed for approval in the EU, Canada and Japan. Peak sales of the originator product, Johnson & Johnson's Stelara, reached approximately U.S.$11 billion in Calendar Year 2023.

- **bDenosumab:** This is a RANKL inhibitor used to treat osteoporosis and for the prevention of skeletal-related events of multiple myeloma and bone metastases from solid tumors. As at the date of this Offering Memorandum, our clinical trials have successfully met the primary end points and we are on track to submit regulatory filings before the end of, 2024. Peak sales of the originator products, Amgen's Prolia and Xgeva, reached approximately U.S.$7 billion in Calendar Year 2023.

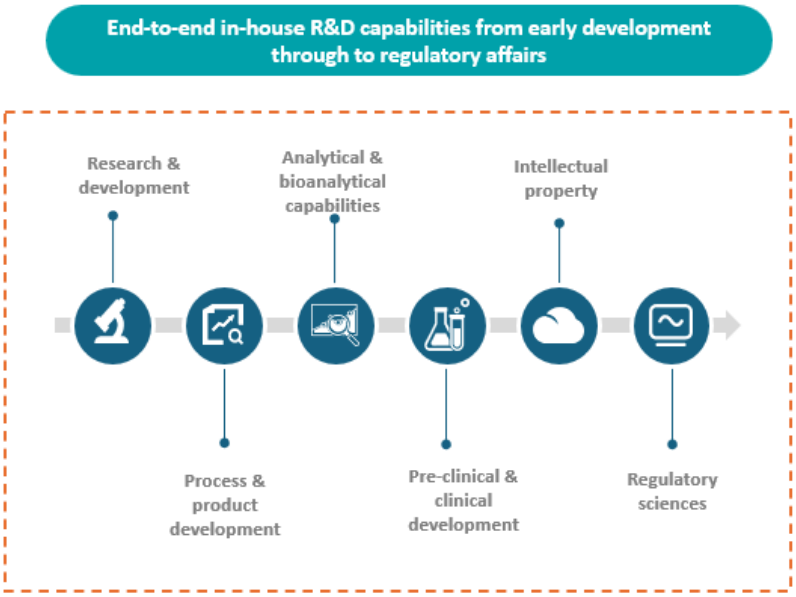
- **bAflibercept:** This is a VEGF inhibitor used for the treatment of, among other things, age-related macular degeneration. We have received approvals from several key regulators including the US FDA, the UK MHRA, the EMA, and provisional approval from Health Canada. Our product was the first interchangeable product to be approved in the U.S. and hence qualifies for an exclusivity period of 12 months. Peak sales of the originator product, Regeneron and Bayer's Eylea, reached approximately U.S.$10 billion in Calendar Year 2023. We plan to commercialize the product across different countries either through a self-led model or through partners or with a combination of both.

- **bPertuzumab:** This is an HER2 inhibitor used to treat metastatic and early breast cancers. Global Phase III clinical trials have commenced. Peak sales of the originator product, Roche's Perjeta, reached approximately U.S.$4 billion in Calendar Year 2023.

We also expect to launch three new products globally over the next two years, namely, bUstekinumab, bDenosumab and bAfilbercept, all of which will further strengthen our commercial portfolio offering and drive growth. We also intend to launch our bAspart and bBevacizumab in the U.S. during this time period.

Proven potent R&D capabilities backed by cutting-edge science and technology

We have strong end-to-end in-house R&D, clinical and regulatory capabilities allowing us to continue to build on our cutting-edge science and technology across process and product development, analytical capabilities, pre-clinical and clinical development, intellectual property and regulatory sciences. We have invested extensively in biosimilars R&D, including our two research facilities in Bangalore and Chennai and a diverse global talent pool, including approximately 400 scientists. We have achieved several firsts in the global biosimilars space, for example, we were the first company to receive bTrastuzumab, bPegfilgrastim, interchangeable bAflibercept and interchangeable bGlargine approvals in the U.S. We were also the first company to develop rh-insulin on a proprietary Pichia pastoris platform. For more information on our patents in relation to our portfolio and R&D capabilities, see "*Our Business—Intellectual Property Rights*."



We are one of the leading biosimilar companies in terms of R&D investment. We have invested over U.S.$1 billion in biosimilar research and continue to invest significantly in our R&D capabilities to ensure a strong pipeline of candidate products, especially in strategically focused therapeutic areas, including oncology, immunology and diabetes and across multiple platforms. In Fiscal Year 2024, R&D expenditure was ₹9,110 million (U.S.$109 million) to progress our pipeline and enhance expertise, which was approximately 10% of our total revenues, and we plan to continue our R&D investments going forward. Furthermore, we also hold over 300 active patents as of the date of this Offering Memorandum, including process patents.

State-of-the-art manufacturing facilities with the highest quality standards

The pharmaceutical industry is highly regulated and pharmaceutical manufacturers are required to comply with cGMPs and applicable regulatory requirements. Our three manufacturing sites in India and Malaysia (each of which has multiple facilities) undergo periodic inspections from various regulatory agencies including the US

FDA, the EMA and the UK MHRA. International regulatory agencies conducted 15 health authority inspections of our facilities between April 2023 and March 2024 (these were under the category of pre-approval and routine surveillance inspections related to GMPs, to confirm state of compliance), and we currently hold over 80 cGMP approvals from such agencies. Several agencies, including the EMA, granted GMP approvals to our facilities in Bangalore and Malaysia.

Our three manufacturing sites have a total combined capacity of approximately over 300,000 litres in drug substance, including Pichia pastoris and mammalian cell-line platforms and both stainless steel and single use technology. We also have over 100 million units of drug product capacity, across vials, cartridges, re-usable and disposable pens and pre-filled syringes. Within each of these three sites, there are multiple units and facilities supporting quality control and warehouse infrastructure.

We constantly invest in state-of-the-art technologies to meet the most stringent quality standards and as at June 30, 2024, we have invested approximately U.S.$900 million in our facilities, and we have over 80 current Good Manufacturing Practice ("**cGMP**") certifications from over 25 international regulatory agencies, including the US FDA, Health Canada and the EMA. Our mAbs manufacturing facility in Bangalore is the largest biologics facility in India and also received the Facility of the Year award by the International Society for Pharmaceutical Engineering in 2021.

Our Malaysia facility is one of Asia's largest integrated insulin facilities that manufactures drug substances and drug products in vials, cartridges and insulin delivery devices. It is also the first and only biopharmaceutical sterile injectable facility in Malaysia to receive both US FDA and EMA approvals. We have also made considerable progress in Fiscal Year 2024 on the Phase II expansion of the facility for insulin and insulin analogs, which is expected to double our capacity for both drug substances and drug products once completed. The expanded facility will play a key role in servicing the increased demand we are seeing for our insulins portfolio globally, especially in light of several competitors prioritizing GLP-1RAs.

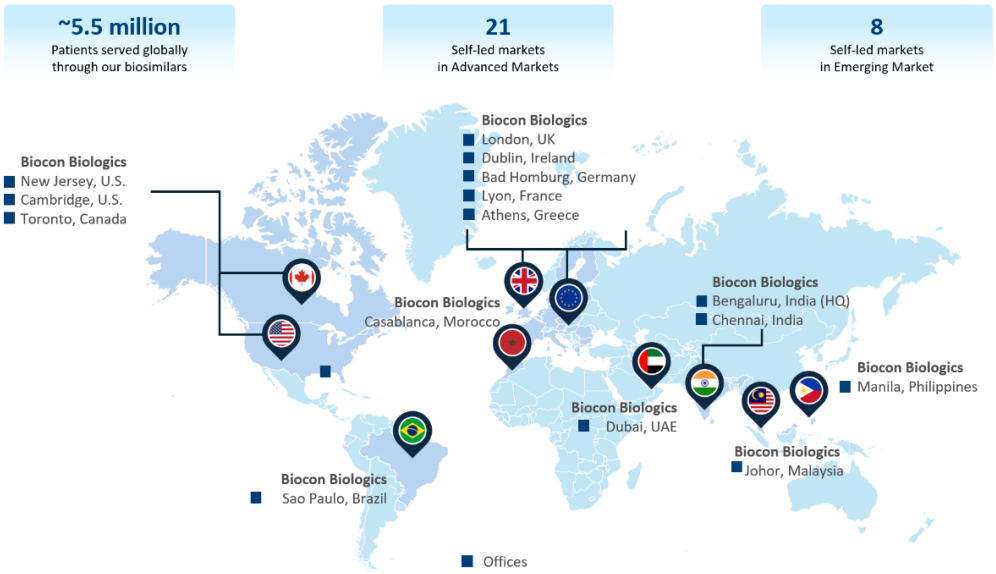
We also maintain a network of distributed contract manufacturing organizations to expand our manufacturing capacity, provide greater supply flexibility and to ensure that we are not dependent on any specific site geographically. This new "asset-light" approach is a departure from our previous approach of building new greenfield facilities.

Global commercial presence developed via strong in-house team and reputable partnerships

We have a robust global commercial presence developed through a strong in-house team and reputable partnerships. We are present in more than 120 countries, and in the Advanced Markets such as the U.S. and other countries in Europe, we have a team of over 300 skilled employees driving our growth and market penetration. 21 of these markets are self-led and 16 are partnered markets. We have over 80 countries in our Emerging Markets, of which eight are self-led and over 75 are partnered markets. In some of these countries we also operate through a combination of both, that is, through our own sales and marketing team and through partners for the distribution of our products.

We strategically tailor our approach to align with the unique characteristics of each market. For instance, in the United States, we have established commercialization capabilities in both the Part B (medical benefit) and Part D (pharmacy benefit) segments. The Part B segment refers to drugs administered by a healthcare provider in a hospital, clinic or infusion center and would include our bPegfilgrastim and bTrastuzumab. The Part D segment refers to drugs dispensed at the pharmacy and self-administered by patients and would include our bGlargine and bAdalimumab.

Each segment has different key stakeholders and we have developed a customized strategy which has translated to double-digit market shares in the U.S. This strategic adaptability underscores our commitment to sustaining competitive advantage across diverse global markets.



Diversified revenue base with strong financial track record

Our business spans multiple geographies and products, giving us a robust, diversified revenue base. Our portfolio of biosimilar drugs caters to a wide range of therapeutic areas, including oncology, immunology and diabetes. Our geographic footprint covers over 120 countries, including key markets such as the United States, Europe and emerging economies. This reduces our dependency on any single market or product, and such strategic diversification ensures stability in our revenue streams and mitigates risk from market-specific fluctuations.

Complementing our extensive portfolio, we enjoy high margins, indicative of our operational efficiency. Our EBITDA % for the financial years ended March 31, 2022, 2023 and 2024 were 29%, 24% and 25%, respectively. Additionally, since July 2020 until the date of this Offering Memorandum, we have maintained good domestic credit ratings of AA+ from both CRISIL Ratings and ICRA (a Moody's affiliate), reflecting our financial discipline and prudent debt management. Our high margins, credible investors and strong credit ratings evidence our solid financial standing and capacity for sustained growth.

Experienced leadership team with robust execution capabilities and in-depth industry knowledge

Our management team has a wealth of industry experience and multidisciplinary knowledge and is fully committed to the growth and continued success of our business. Our Board of Directors (the "**Board**") comprises 10 individuals with a mix of business and academic experience. 50% of the Board are independent and 20% are women, including our Executive Chairperson and founder, Ms Kiran Mazumdar-Shaw.

Ms Mazumdar-Shaw is a pioneer of the biotechnology industry in India and is ranked among the "World's 25 Most Influential People in Biopharma" by Fierce Biotech and Forbes magazine's "World's 100 Most Powerful Women." She holds key positions in various industry, educational, government and professional bodies at both national and international levels. She is a member of the high-level expert committee constituted by the Department of Biotechnology, which reviews the autonomous organizations under the administrative control of the department. She is also a member of the National Academy of Engineering and has been elected as a full-term member of The MIT Corporation, U.S.

Ms Mazumdar-Shaw is the proud recipient of two of India's highest civilian honors, the Padma Shri (1989) and the Padma Bhushan (2005). She was honored with the Order of Australia, Australia's highest civilian honor, in

January 2020. In 2016, she was conferred with the highest French distinction, Knight of the Legion of Honour. She also serves as the Honorary Consul General of Ireland in Bengaluru.

Our Chief Executive Officer ("**CEO**"), Mr Shreehas Pradeep Tambe, assumed the role in December 2022. He has a strong track record of business success, deep technical and operational expertise, and proven leadership capabilities. Mr Tambe joined our Group in 1997 and has held diverse leadership and operational roles across the value chain, including in R&D, operations and capital projects. Over the past 27 years, he has helped build and shape the Group's business and spearheaded the Group's strategic capital investments including its first overseas facility in Malaysia – one of Asia's largest integrated insulins facilities. Mr Tambe holds 61 patents across five patent families spanning regions such as the U.S., Europe, Canada and Japan, including one for Plafractor – the first for our Group.

Our Executive Chairperson and CEO are supported by a strong management team with global in-market expertise, with Mr Kedar Upadhye as the Chief Financial Officer, Ms Rhonda Duffy as the Chief Operating Officer, Mr Matthew Erick as Chief Commercial Officer – Advanced Markets, Mr Susheel Umesh as Chief Commercial Officer – Emerging Markets, and Dr Sandeep Athalye as Chief Development Officer. For more information, please refer to the "*Directors and Senior Management*" section.

Robust capital structure with diversified investors and creditors

Our strong financial profile is further bolstered by a robust capital structure with diversified investors and creditors. We have a balanced mix of debt and equity and nurture deep and diverse relationships across a spectrum of international and domestic financial institutions.

Our diversified bank lender base includes domestic banks, such as Federal Bank and ICICI Bank, as well as international banks like HSBC and Standard Chartered Bank. We have also received significant investment from marquee investors including Goldman Sachs and Tata Capital, among others.

Business Strategies

Continue to strengthen leadership positions in the global biosimilars industry

We will continue to target key therapeutics with significant market opportunities and aim to be the first-to-launch in key geographies and molecules, allowing us to gain a leading market position. Our strategy includes reducing the cost of development and time-to-market by accelerating the clinical trials of current late-stage drug candidates through optimizing trial design and duration and leveraging analytics and new technologies to accelerate pre-clinical candidates.

Leverage vertically integrated platform to drive efficiencies

Given we now have full control of the value chain from lab-to-market, we intend to leverage economies of scale especially when it comes to integrated manufacturing operations and enabling infrastructure and functions (e.g. Finance, HR etc.). We will continue to develop and in-license a portfolio of life-saving molecules and advanced modalities, including by way of development collaboration, both within the Group and with other global biopharmaceutical companies that we can commercialize through our existing commercial infrastructure. Managing a global end-to-end supply chain will allow us to maintain agility reduce dependencies, mitigate risks, lead to faster market access and drive savings.

Expand into Adjacent Therapy Areas

To fully leverage our robust capabilities, we seek to expand into adjacent therapy areas. This expansion will enable us to capitalize on new market opportunities, spread risk across a broader portfolio, and tap into our existing infrastructure and customer relationships. By entering complementary therapeutic fields, we can drive further growth and establish a strong market presence across multiple sectors.

Augment Commercial Presence to Drive Growth

To further consolidate our end-to-end, fully integrated capabilities, we will first hire and retain top talent across both commercial and enabling functions. In addition, we will expand our sales infrastructure, enter new geographies, and forge global commercial partnerships to strengthen our commercial capabilities in key geographies. To support this sales footprint and bring our products closer to customers and patients, we aim to develop a truly global supply chain with resources and external contract manufacturing facilities across developed and emerging markets. This will also allow us to minimize potential disruptions from geopolitical risks.

Adopt new technologies and digital transformation to enhance operational efficiency

We are embracing digital tools and algorithms to drive insights and make decisions such as optimal inventory management, logistic routing, customer relationship management and global distribution more efficient. We intend to implement “digital twins” in our manufacturing sites to predict batch success, reduce raw material wastage thereby driving cost savings. We are implementing similar initiatives across the business value chain through various digital transformation initiatives that aim to enhance operational efficiency and drive cost savings.

Recent developments

New Facility

On September 23, 2024, we signed a commitment letter appending the heads of terms in relation to a new facility of up to U.S.$500 million (the "**New Facility**") with The Hongkong and Shanghai Banking Corporation Limited and Mizuho Bank, Ltd. BNCL is the borrower under the New Facility and it would be guaranteed by the Issuer, the Parent Guarantor, BCIL, BUK and BSDN. The New Facility would be secured by a pledge over 100% of the shares of BSDN and a charge over the movable fixed assets of BSDN, as well as a charge over the movable fixed assets of the Parent Guarantor if certain conditions are not met.

Under the terms of the New Facility, the Group is required to ensure that the aggregate amount of the New Facility and the Notes does not exceed U.S.$1.12 billion and that the aggregate amount of gross Group debt does not exceed U.S.$1.7 billion. The New Facility is provided for a term of five years unless the Notes matures prior (with an average life of approximately 4.04 years) and at a base margin of 1.75% per annum. The Group is also required to comply with the leverage ratio, the fixed charge cover ratio and the requirement to maintain gearing of 1.25x at the Parent Guarantor level.

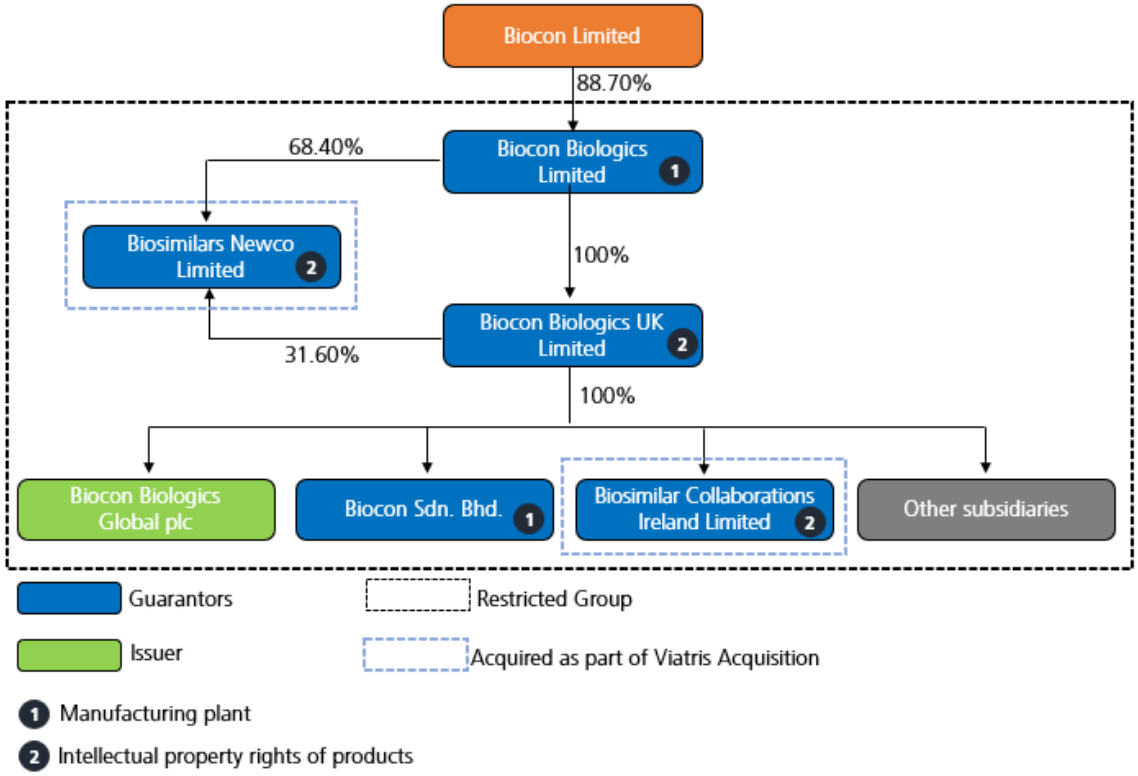
As of the date of this Offering Memorandum, the Facility Agreement has not been signed. The Group intends to drawdown on the New Facility on or prior to April 15, 2025, to refinance existing indebtedness (including the BBL Credit Facility Agreement), finance or refinance capital expenditure under the Parent Guarantor’s Malaysia facility and for other general corporate purposes.

Preliminary Credit Rating of the Parent Guarantor

S&P Global Ratings has assigned its preliminary 'BB' long-term issuer credit rating to the Parent Guarantor. The preliminary rating on the Parent Guarantor is subject to the issuance of the Notes and the creation of Collateral, and the drawdown under the New Facility. Fitch Inc. has assigned a BB- Issuer Default Rating to the Parent Guarantor.

Organizational Structure

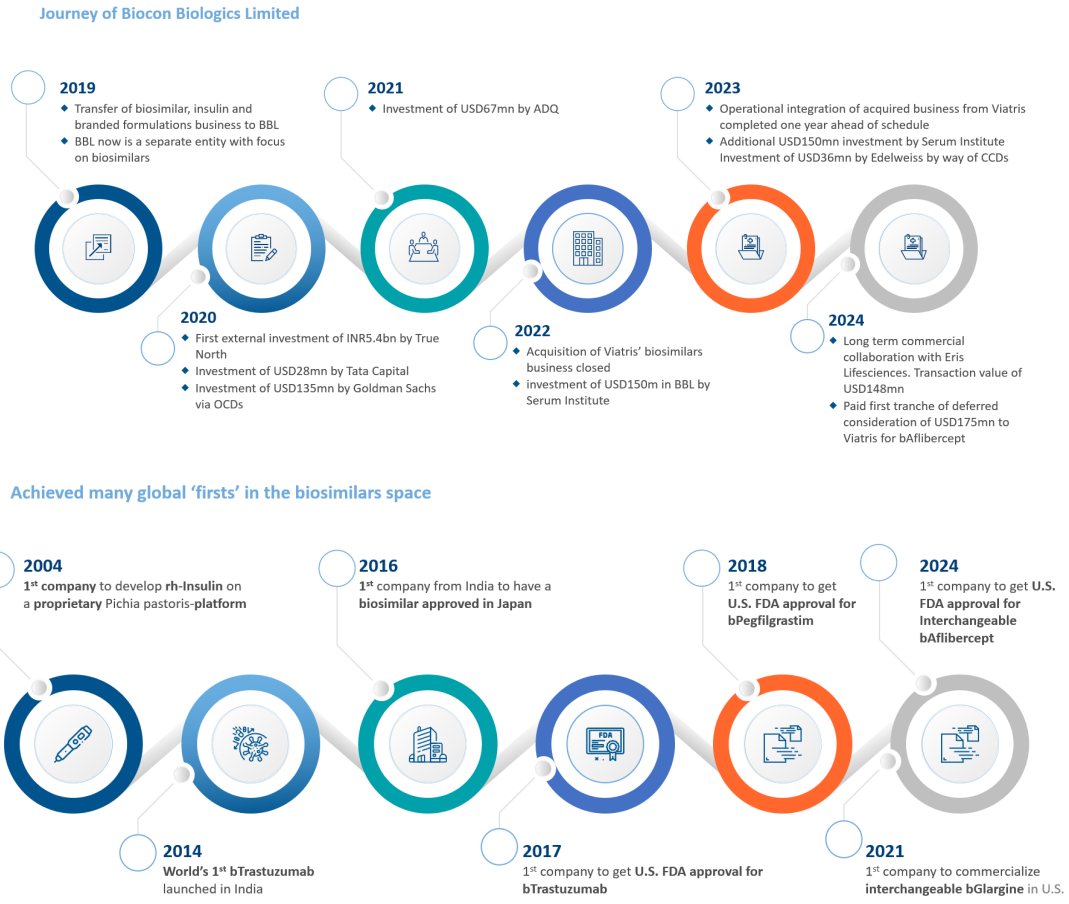
The table below sets out our organizational structure and the material assets held by each entity as of the date of this Offering Memorandum.



Corporate History and Awards

Corporate History

Over the past 45 years, Biocon Limited has strategically invested in multiple businesses, evolving into a diversified global biopharmaceutical enterprise that provides generic and biosimilar products, as well as research services, to drive health equity worldwide. This risk-balanced strategy has resulted in a "multiplier effect" driving business expansion and unlocking value across segments. Biocon Biologics Limited was formed in 2019 when our parent company, Biocon Limited, consolidated the development, manufacturing and commercial operations of its biosimilars business under an independent entity with its own dedicated management.



Acquisition of Viatris' global biosimilars business

On November 29, 2022, we completed the acquisition of the biosimilars business of Viatris Inc., a global pharmaceutical company with whom we had a long partnership of 13 years at the time of the acquisition, for an enterprise value of U.S.$3,335 million (the "**Viatris Acquisition**"). The rationale for the Viatris Acquisition was to create a unique, vertically integrated player with end-to-end capabilities. This was the largest outbound pharmaceutical deal in India in 2022 and an inflection point in our history, enabling us to become a global biosimilars leader in the biosimilars industry and increasing our business footprint to over 120 countries.

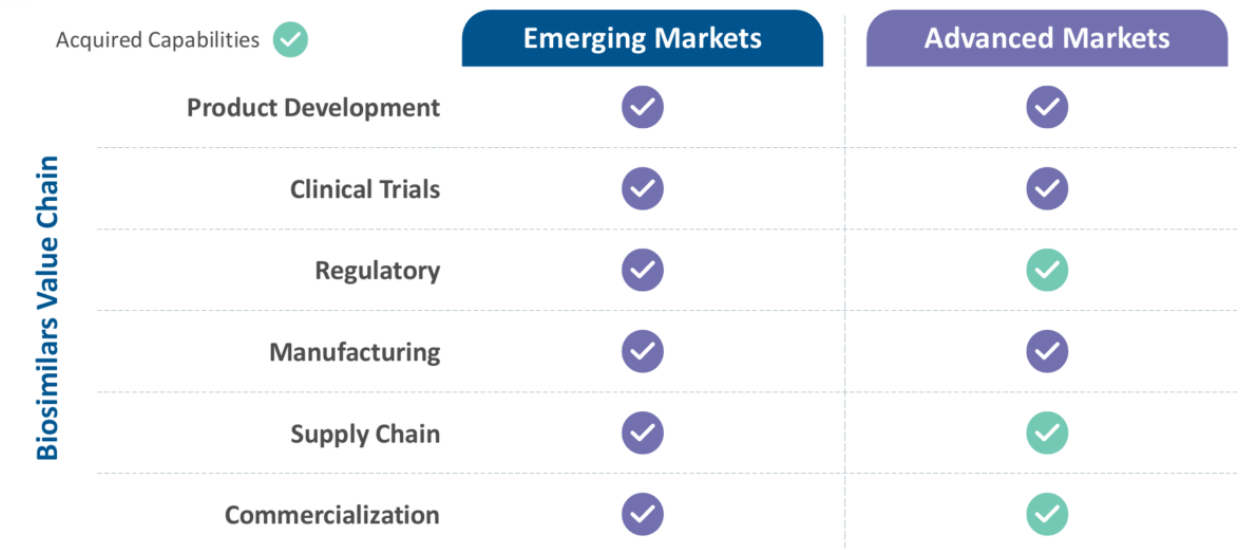
The Viatris Acquisition was structured as a combination of equity and cash, with cash consideration of U.S.$2,335 million and U.S.$1,000 million in aggregate principal amount of compulsorily convertible preference shares. We relied on both debt and equity financing to fund the Viatris Acquisition. A sum of U.S.$160 million is payable to Viatris as deferred cash consideration in November 2024.

The Viatris Acquisition has been transformative, allowing us to fully integrate the partnered products and licensed assets into our operations and brand. It also allowed us access to Viatris' commercial infrastructure and sales teams in Advanced Markets and several Emerging Markets. After the completion of the Viatris Acquisition, we recognized the combined revenue, costs and associated profits from the Viatris business in both Advanced Markets such as the U.S. and Europe as well as Emerging Markets, a step-up from the existing profit share arrangement. As of December 2023, we have completed the integration of Viatris into our operations globally one year ahead of schedule, which is one of the fastest in the industry.

As we transitioned the business globally, we also on-boarded an experienced global leadership team and built new organizational capabilities from the ground up across several important pillars such as policies, processes,

digital infrastructure, compliance and governance in key geographies, leveraging our global network of partners and distributors to commercialize our products globally.

Following the Viatris Acquisition, we have eight commercialized biosimilar assets around the world. We are in over 120 countries, including a direct business presence in the key geographies in 21 Advanced Markets located across North America and Europe, and eight Emerging Markets (i.e. Morocco, the Philippines, UAE, Thailand, Brazil, Saudi Arabia, Malaysia and South Africa).



Awards

We have won multiple awards recognizing our capabilities and contributions. In the past three years, we received awards for operational excellence, safety and intellectual property:

- Best IPR Portfolio (Lifesciences), in the Large Enterprise category, at the 3rd IP Excellence Awards and Global IP Conclave which was organized by the Associated Chambers of Commerce and Industry of India
- Best Healthcare Solution at the Asset Triple A Treasurise Awards 2024
- EHS Best Practices Award from Greentech Foundation
- Compliance Team of the Year Award at the 4th Edition of the Future of Legal and Compliance Summit by UBS Forums
- Most Promising Biologics Drug Pipeline award at the Biopharma Excellence Awards (BEA) India Edition 2024 which was hosted by IMAPAC
- Bioprocessing Excellence in South Asia Award at the Asia-Pacific Biopharma Excellence Awards 2024
- Company of the Year (Biotechnology Manufacturing) at the 9th edition of the Sustainability & CSR Malaysia Awards 2024
- Women in Science & DEI Changemaker at the inaugural Rotary Diversity, Equity & Inclusion Awards 2024
- Silver for Sustainability Achievements in the EcoVadis 2023 rankings
- Three Awards at the CII National Competition on 3M (Muda, Mura & Muri) organized by the Confederation of Indian Industry – Institute of Quality (CII-IQ)

- Acquisition of the Year Award at the Global Generics & Biosimilars Awards 2023 held alongside CPHI Worldwide in Barcelona, Spain
- Prix Galien India Award for Best Medical Technology, recognizing our Pichia pastoris platform for manufacturing insulin
- 100 Best Companies for Women and Top 100 Exemplars of Inclusion in India for the sixth time in a row by Avtar & Seramount
- Gold Award as a Patient-Centric Pharmaceutical Company in Diabetes Care and Silver Award as a Patient-Centric Pharmaceutical Company in Kidney Care from the India Health and Wellness Council
- Corporate Excellence Award at the Making India Employable Conference and Awards 2023
- Outstanding Achievements in the category of Environmental Excellence at the 23rd Greentech Environment Award 2023
- Healthcare and Biotechnology Team of the Year at the Asia IP Elite Awards 2023 by IAM (Intellectual Asset Management)
- Gold – 4 Star Award, in the category of Workplace Occupational Health, Safety and Environment (OHS&E) Excellence Award 2023 by World Safety Organization
- Conferred the 21st Greentech Safety Award 2023 (for outstanding achievement in the Safety Excellence category) at the Safety India Summit organized by the Greentech Foundation
- Received the 22nd Greentech Environment Award at Guwahati
- L&D Innovation in Skill Development Award at Delhi
- ASSOCHAM's 2nd IP Excellence Award 2022 for Best IP Portfolio (Life Sciences)
- Featured on the 2022 Asia IP ELITE list by IAM for world-class IP management and value creation in Asia-Pacific
- State Level Safety Award for Implementation of Best Safety Practices from the Government of Karnataka
- Unnatha Surakha Purakaskar from the National Safety Council, Karnataka Chapter

Collaboration agreement with Eris

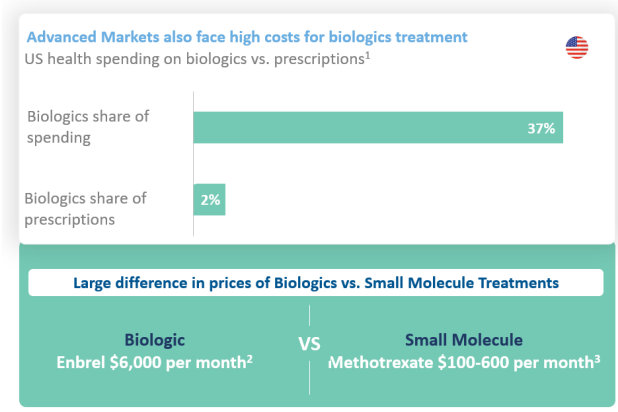
In November 2023, we divested our non-core nephrology and dermatology branded formulations business in India to Eris. Building on this relationship, we entered into a long-term commercial collaboration with Eris pursuant to an agreement dated March 14, 2024, to expand patient access to our portfolio of metabolics, oncology and critical care products in India. Further, we signed a 10-year exclusive supply agreement with Eris for these products.

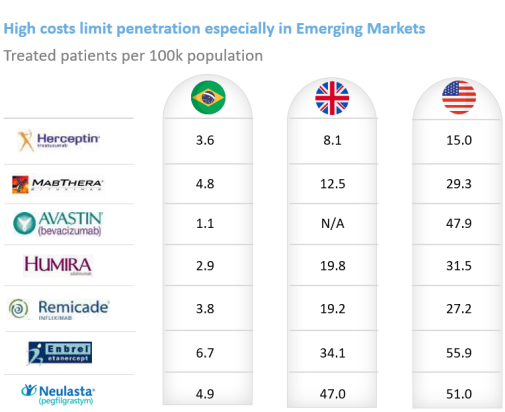
This collaboration is in line with our strategy to unlock value from our legacy business of branded formulations built over the past two decades and to deliver high-quality, lifesaving biosimilars to millions of patients in India.

Products

Biologics are an important therapeutic treatment for several life-threatening diseases, and they account for about one-third of the global pharmaceutical market and 12 out of the top 15 pharmaceuticals in 2023. They are,

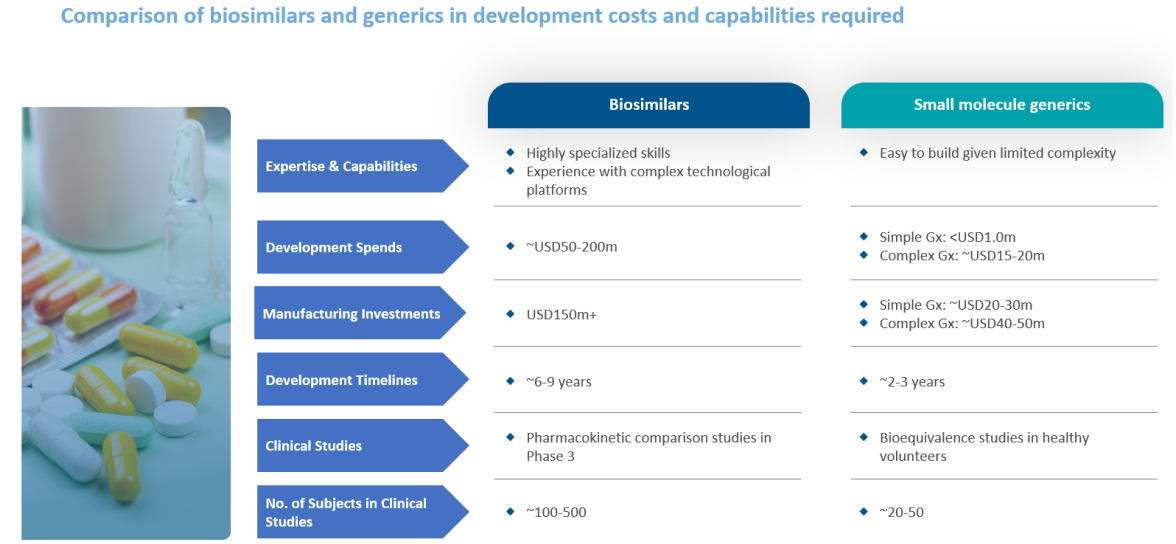
however, often associated with a high price tag, making them inaccessible to many patients in both Advanced and Emerging Markets as illustrated below.





Notes:
1. Based on 2017 US spend on prescription drugs.
2. Average US retail price 2022, based on four 50 mg Enbrel Mini autoinjectors, Enbrel AutoTouch autoinjectors, or prefilled syringes.
3. Small molecule first line treatment. Price range based on oral initiation dose (lower bound) and SC once weekly treatment (higher bound).

With specialized expertise, however, biosimilars can be produced from living organisms which mimic the active ingredient in the reference biologic and offer a more affordable option to patients.



The market for biosimilars has higher barriers to entry than the market for generics because, among other reasons: (a) biosimilars require highly specialized skills while generics can be produced with relative ease given the limited complexity; (b) the development timelines for biosimilars are between approximately six to nine years which are longer than the timelines for generics (being approximately two to three years); and (c) biosimilars involve approximately 100 to 500 subjects in clinical studies which exceed the number of subjects for generics (being approximately 20 to 50 subjects).

We have a diversified portfolio of biosimilars. We leverage cutting-edge science, innovative tech platforms and global manufacturing capabilities to lower treatment costs of biological therapeutics while improving healthcare outcomes. We have one of the most comprehensive global biosimilar product portfolios and pipelines in the industry with 20 biosimilars assets across diabetes, oncology, immunology, ophthalmology, and other therapeutic areas. We have nine approved biosimilars globally.

The table below sets out the products that we have commercialized across the Advanced Markets, including the U.S. and other countries.

	United States	Canada	Japan	Europe	Australia
Products available	bAdalimumab	bAdalimumab	bAdalimumab	bAdalimumab	bTrastuzumab
	bGlargine	bGlargine	bGlargine	bBevacizumab	bBevacizumab
	bPegfilgrastim	bPegfilgrastim		bEtanercept	
	bTrastuzumab	bTrastuzumab		bTrastuzumab	
		bAspart		bPegfilgrastim	
				bGlargine	
				bAspart	

The table below sets out the products that we have commercialized across key Emerging Markets.[1]

Products available	India	Morocco	Philippines	UAE	Thailand	Brazil	Saudi Arabia	Malaysia	South Africa
	bGlargine	bGlargine	bTrastuzumab	bGlargine	bGlargine	bTrastuzumab	bTrastuzumab	bGlargine	bTrastuzumab
	bTrastuzumab	bTrastuzumab	bBevacizumab	bTrastuzumab	bTrastuzumab	bBevacizumab	bBevacizumab	bTrastuzumab	bBevacizumab
	bBevacizumab	bAdalimumab		bPegfilgrastim	bBevacizumab	bPegfilgrastim	bPegfilgrastim	bPegfilgrastim	bPegfilgrastim
	bInsulin	bEtanercept		bAspart	bAdalimumab	bAdalimumab	bAdalimumab	bAspart	bAdalimumab
		bInsulin			bEtanercept	bEtanercept		bInsulin	bEtanercept
					bInsulin	bInsulin			

Note:

(1) Through self-commercialization or through partners or with a combination of both.

Commercialization

We categorize our business broadly into (i) the Advanced Markets and (ii) the Emerging Markets. As at June 30, 2024, we have a business presence in over 120 countries, allowing us to engage in the commercialization of our products in both Advanced Markets and Emerging Markets. As at March 31, 2024, Advanced Markets make up approximately 75% of our revenue, while Emerging Markets make up approximately the remaining 25%.

Depending on the market, we operate either via a self-led operating model, a partner-led model or a combination of both. Under the self-led model, we sell our products directly to our customers with our own sales teams, while under the partner-led model, we rely on third-party partners who distribute our products. The table below sets out which model we employ in different markets.

	Advanced Markets			
Operating Model	North America	Europe	JANZ	Emerging Markets
Self-led	U.S., Canada	19 markets including Germany, France,	—	8 markets including

	Advanced Markets			
Operating Model	**North America**	**Europe**	**JANZ**	**Emerging Markets**
		Belgium, Switzerland, Spain, Ireland		Morocco, UAE, Brazil, Malaysia
Partner-led	-	13 markets including Latvia, Estonia, Lithuania	Australia, New Zealand, Japan	Over 75 markets including Mexico, Egypt, Vietnam, and Turkey

We also further localize our business model based on the specific country in which we are operating. For example, the U.S. market is divided into two broad market archetypes each covering different types of drugs. We have established commercialization capabilities in both the (a) Part B or Medical Benefit and (b) Part D or Pharmacy Benefit segments. The Part B (Medical Benefit) segment refers to drugs administered by a healthcare provider in a hospital, clinic or infusion center, which our bPegfilgrastim and bTrastuzumab fall under. The Part D (Pharmacy Benefit) segment refers to drugs dispensed at the pharmacy and self-administered by patients, which our bGlargine and bAdalimumab fall under.

The table below sets out our market share by volume in key markets during the three months ended March 31, 2024:

Region	**Product**	**Market Share**
United States	bPegfilgrastim	21%
	bTrastuzumab	15%
	bGlargine[(1)]	13%
Europe and JANZ	bPegfilgrastim	5%
	bTrastuzumab	5%
	bBevacizumab	3%
	bGlargine	3%
	bAdalimumab	6%

Source: IQVIA

Note:

(1) *Frost & Sullivan analysis using data from IQVIA MIDAS® quarterly volume sales data for period MAT 2023 and Q1 2024*

Advanced Markets – North America

Our business in the U.S. continues to see strong demand across our commercial products and we have seen a significant increase in market shares by volume following completion of the integration of Viatris into our operations in December 2023.

On the oncology front, market share for Fulphila, our bPegfilgrastim, increased from approximately 16% in the Calendar Year 2023 to approximately 21% during the three months ended March 31, 2024, while market share

for Ogivri, our bTrastuzumab, increased from approximately 11% in the Calendar Year 2023 to approximately 15% during the three months ended March 31, 2024. On the diabetes front, Semglee, our branded insulin bGlargine, and our unbranded insulin bGlargine product saw their market share increase from approximately 12% in the Calendar Year 2023 to approximately 13% during the three months ended March 31, 2024. This excludes a large closed-door network that is not captured in IQVIA but represents another 3% in share. Our business's growth is a testament to the strong foundation we have built in the U.S. and was driven by increases in market access coverage, pull-through at the physician level and a robust pricing strategy.[68]

In Canada, we have commercialized five products: bAdalimumab, bGlargine, bPegfilgrastim, bTrastuzumab and bAspart to improve access to treatment for the patients.

Advanced Markets – Europe and JANZ

The tender and retail market for biologics products in Europe is diverse, partly because of the diversity of local markets and the different systems and market segments. High-value and hospital-administered products are primarily procured at the national, regional or hospital level through tender processes. In Europe, we have put in place a bespoke country-specific operating model and strategy taking into account the nature of the market (e.g. tender vs. retail), size of the opportunity and other parameters to ensure success.

As a result, we have seen our market shares remain stable or increase depending on the product with Germany and France as the key value and growth drivers. Our bAdalimumab franchise remains strong with a market share of 6% in Europe and JANZ during the three months ended March 31, 2024. We have witnessed significant uptake in markets like Belgium, Germany and France.[69]

We have seen a significant increase in demand for Abevmy, our bBevacizumab, on the back of several tender wins, growth in the retail segment and new launches in large markets such as France, Germany, Belgium and Greece. We are also seeing successes in capturing new market opportunities and expanding our reach in the UK, Italy, Spain, France and Germany.

In Japan and Australia, we operate through marquee partners who have a strong in-market presence, laying the groundwork for future market opportunities and continued growth.

Emerging Markets

Our business in Emerging Markets has increased in both depth and breadth as we have entered new countries directly through regional partnerships and distributors in addition to adding new products. We have also set up direct commercial infrastructure in select Emerging Markets, such as Brazil and the Philippines, allowing us to get closer to patients and customers while maximizing value potential from our existing and pipeline products. As at June 30, 2024, we have a geographic footprint in more than 80 emerging market countries, having expanded our geographic footprint significantly during Fiscal Year 2024 with 18 new launches and 31 new approvals across the Latin America, Africa, Middle East and Turkey and Asia Pacific regions.

In Fiscal Year 2023, we witnessed a strong uptake of our biosimilars insulins as well as bTrastuzumab and bBevacizumab. Our insulins continue to hold a high double-digit market share in several countries such as Malaysia, Mexico and Morocco. Furthermore, we added bAspart to our portfolio of biosimilars sold in Emerging Markets. In the three months ended March 31, 2024, we captured a 53% market share by volume for insulin glargine in Malaysia and over 80% for bevacizumab (by volume) in South Africa.[70]

Our Branded Formulations India was focused on specialty brands in critical therapies and offering world-class therapeutics to millions of patients in India. These include biologics, in-licensed products, and branded generics

[68] Source: *Frost & Sullivan analysis using data from IQVIA MIDAS® quarterly volume sales data for period MAT 2023 and Q1 2024*

[69] *Frost & Sullivan analysis using data from IQVIA MIDAS® quarterly volume sales data for period MAT 2023 and Q1 2024*

[70] *Frost & Sullivan analysis using data from IQVIA MIDAS® quarterly volume sales data for period MAT 2023 and Q1 2024*

for acute and chronic conditions. The business focused on therapeutics areas such as metabolics, oncology, nephrology, and immunotherapies.

In November 2023, we divested our non-core Nephrology and Dermatology Branded Formulations business in India to Eris. Building on this relationship, we entered into a long-term commercial collaboration with Eris in March 14, 2024, to expand patient access to our portfolio of Metabolics, Oncology, and Critical Care products in India. We also signed a 10-year exclusive supply agreement with Eris Lifesciences for these products.

These collaborations are in line with our strategy to unlock value from our legacy business of Branded Formulations built over the past two decades and to deliver high-quality, lifesaving biosimilars to millions of patients in India.

Intellectual Property Rights

We protect our products with patents in major markets. The protection that a patent provides varies from country to country, depending on the type of claim granted, the scope of the claim's coverage and the legal remedies available for enforcement. As at June 30, 2024, we have over 300 active patents for different processes relating to recombinant human insulin (rh-Insulin), insulin bGlargine, insulin bAspart and bTrastuzumab.

We also have trademarks in the United States, India, Europe and other jurisdictions worldwide. As part of the Viatris Acquisition, we also acquired a biosimilar trademark portfolio of 676 trademarks from Viatris. As at June 30, 2024, we held over 1,500 registered trademarks worldwide. Further, as at June 30, 2024, we have opposed three trademarks in India. We do not anticipate any material adverse harm to our business even if we are unsuccessful in those opposition proceedings.

In Fiscal Year 2024, we filed 337 trademark applications and received approvals for 175 trademarks. We filed for 35 patents and 21 patents were granted during the same period for both biosimilars and novels (excluding small molecule/generics).

We have won several awards for our intellectual property management, including:

- the Confederation of Indian Industry's Special Appreciation IP Award 2022 for robust in-house IP strategies and creating a large portfolio of patents and trademarks;
- Best IPR Portfolio (Lifesciences) in the Large Enterprise category at the 3rd IP Excellence Awards and Global IP Conclave 2023, organized by ASSOCHAM;
- the Special Appreciation IP Award 2023 at the 9th International Conference on Intellectual Property Rights; and
- the Healthcare and Biotechnology Team of the Year award and Asia IP Elite at the Asia IP Elite Awards 2023 by Intellectual Asset Management, the world's biggest IP publication.

Competition

We compete with numerous other companies that operate, or intend to operate, in the pharmaceutical industry, including companies that are engaged in the development, manufacturing and distribution of biosimilars. We face competition from global players, including, among others, originator companies, biosimilar-focused companies, generics companies and R&D-focused companies. For more details, please refer to the "*Industry Overview*" section.

Suppliers

In our endeavour to deliver high-quality medicines, we ensure we engage with best-in-class manufacturing organizations with state-of-the-art facilities around the world to supply us high-quality raw materials, primary packaging materials, devices, excipients and equipment and machinery. As at the date of this Offering Memorandum, our dependency on any single vendor remains in single-digit percentages of our overall sourcing scope. We have 100% of our strategic single vendors on long-term contracts and based out of geographically stable locations with capacity to transfer manufacturing technology to any of their manufacturing locations around the world. Our dependency on high-risk regions remains below 5% of our overall spend as at the date of this Offering Memorandum, and even in such cases, we have ensured availability of alternate sourcing locations across the world, thereby de-risking patients' health from any unforeseen shocks emanating from such regions.

In addition, each of our strategic suppliers go through a supplier code of conduct, which lays down minimum expectations from the supplier with regards to adherence to human rights and labor laws, compliance with anti-corruption and anti-bribery practices, promotion of diversity and sustainability as part of our efforts designed to minimize our environmental footprint. Our procurement process leaves zero paper trail including our vendor onboarding which is fully paperless.

Quality Control

We are committed to delivering quality products that meet the needs of our patients and expectations of regulators. Our Quality Management Maturity ("**QMM**") initiative—"reliability, consistency and robustness"—is a strategic approach to uphold the highest standards of product safety and efficacy. The QMM framework is built on four foundational pillars: quality strategy, quality processes, people and organization, ensuring a holistic integration of quality into every aspect of the business. We also have an independent global corporate-level quality function that reports to the Chief Quality Officer and is responsible for providing strategic direction and oversight of quality and compliance across all our sites.

We constantly monitor the effectiveness of our internal quality systems as well as those of our suppliers for compliance with quality agreement requirements and cGMPs.

Environmental Matters

We are committed to operating in a manner that respects and protects the environment. We recognize that our operations, particularly manufacturing, have an impact on the environment and are dedicated to mitigating these effects through robust environmental management practices at our facilities. This includes initiatives across air quality, waste management and water management. The facilities at Bangalore are managed centrally by our parent entity, Biocon Limited, while the facilities at Malaysia are managed by us directly.

Air Quality

We have installed an ambient air quality monitoring system at Biocon's Special Economic Zone Area, which captures air quality data within a 5km radius of the facility. The data is fed into Karnataka State Pollution Control Board's website, enabling real-time monitoring. To ensure workplace hygiene, we conduct thorough indoor air quality checks every six months. For continuous monitoring, we use environmental monitors to measure various factors, including particulate sampling, volatile organic compounds, dust and average temperature.

Waste Management

For better waste management, we minimize the generation of waste and maximize reuse and recycling. We also work with our suppliers to ensure responsible disposal of hazardous and non-hazardous waste. Additionally, we support waste management initiatives in our communities and collaborate with stakeholders to promote circular economy principles. In Fiscal Year 2024, we handed over 65 tons of waste to authorized recyclers.

Our circular economy strategy includes the following initiatives:

- Implementation of re-usable technology to replace disposable shrink wrapping at warehouses. With the reduction of over 5,000 kg (80%) of plastic wrapping consumption annually at our warehouses by replacing it with CAM Buckle Pallet Strap (Belts), we are able to avoid over 3 tCO2eq. annually. The tested practices will be replicated in India from 2025 onwards.
- Solvent recovery processes: In our Malaysia facility, we are able to recover about 1,500 megatons of Acetonitrile with 99% purity. This means we do not need a new batch of solvent, which helps us offset about 0.9 tCO2 annually.
- Optimizations in effluent treatment plant.
- Recycling of paper waste through authorized recyclers.
- Complying with the amended "Plastic Waste Management Rules" of the Central Pollution Control Board, including Extended Producer Responsibility.

As an organization that is conscious about its environmental footprint, we emphasize finding process improvements in our entire value chain. These contribute to a reduction in emissions, discharge and waste generation and increase the potential to reuse byproducts. To reduce wastage of raw materials or active ingredients between the manufacturing and distribution phases, we have taken innovative steps with regard to temperature control and handling practices. Automated workflows and smart detection systems installed in bioreactors are already exhibiting efficiency gains.

Water Management

In Fiscal Year 2024, our efforts towards water management in our facilities in India were guided by an internal water audit and risk assessment. The findings of the assessment helped us conserve 100 kiloliters of freshwater within our manufacturing processes.

At our Malaysia facility, implementing Scaleban technology has helped us achieve a recycle rate of almost 500 m^3 of water per day, significantly reducing freshwater intake. We are piloting a rainwater harvesting system with a harvesting capacity of 1,000 liters of rainwater. We are planning to expand the capacity to 25,000 liters.

We had set targets for water recycling as a part of our sustainability-linked loan, and in both the current and previous fiscal year, we have surpassed the targets.

Year	**Target**	**Achieved**
Fiscal Year 2024	1,000	1,419
Fiscal Year 2023	900	941

Occupational Health and Safety

We are certified with ISO 45001:2018 for Occupational Safety and Health Management System by TUV Nord for EHS Management System Standard requirements. We have implemented a number of initiatives in the last few years to help us improve safety assessment and reporting, including:

- Artificial intelligence-based safety anomaly detection and recognition system, which provides us with contextual intelligence to improve safety, process efficiency and conformance.
- E-learning platform with a knowledge bank of occupational safety-related modular trainings on topics such as awareness of health and safety responsibilities, zero-tolerance towards unsafe and risky practices, chemical safety, laboratory safety and safety in process operations.
- The Malaysia facility piloted and implemented a QR code and scanner-based reporting system with the capability to report four broad categories of hazard: chemical, biological, ergonomic and physical.

We organize regular training and awareness programs for employees on occupational health and safety and sustainability. We also engage with the British Safety Council to adopt best-in-class Occupational Health and Safety standards and practices.

Our internal and external health and safety auditing process enables us to ensure the safety of employees and customers and comply with relevant regulations and standards.

Environmental, Social & Governance ("ESG")

We aim to look beyond financial metrics and serve patients, customers, shareholders and the communities in which we operate through our philosophy of Unconditional Equity. This is based on five key pillars: patient equity, people equity, environmental equity, stakeholder equity and social equity. We have set up an ESG and CSR board committee and an ESG steering committee with key members of our leadership team to help drive this strategy and oversee the execution of these initiatives. Programs include increasing access to our products in low- and middle-income countries, reducing carbon emissions, recycling water, increasing usage of renewable energy, adopting best-in-class governance practices and increasing diversity in the workplace. We are also a signatory to Ten Principles of the United Nations Global Compact in the areas of human rights, labor, environment, and anti-corruption.

We are committed to minimizing the environmental impact of our business through lowering carbon emissions, optimizing water usage and reducing waste generation. Incorporating renewable energy technologies to supplement our power needs has driven the efficiency of our production processes and helped lower greenhouse gas ("**GHG**") emissions. We have internal GHG reduction targets as part of our climate strategy, which focuses on managing our carbon emissions and enhancing energy efficiency while building our resilience to climate change risks.

We are continuously improving our energy management practices through minimizing environmental impact, reducing costs and enhancing operational efficiency. Our EHS manual highlights the processes established to monitor and review our GHG emissions. Our approach to emissions management includes energy efficiency improvements, renewable energy sourcing and alternate transportation options. As a result of these, our Scope 1 and 2 emissions for Fiscal Year 2024 were 8,491 tCO_2e and 78,721 tCO_2e, respectively, a 9% decrease from Fiscal Year 2023.

Over the past few years, we have implemented several initiatives to reduce our energy consumption, for example:

- Aerodynamic cooling tower fans.
- Motion sensor-equipped lights.
- Centralized chilled water system in two of our mAbs manufacturing facilities.
- Optimized relative humidity control process without hot water usage.

- Optimized compressed air distribution system.

Transition to renewable energy is a priority for us. In Fiscal Year 2024, our key initiatives included implementation of energy efficient systems such as aerodynamic cooling tower fans and rooftop solar panels, implementation of re-usable technology and solvent recovery processes to reduce waste and a water audit and risk assessment to help conserve freshwater at our manufacturing units. We also started making a shift towards sea freight to transport our products, and we estimate an annual reduction of 200 tCO2e as a result of this. We are also employing local vendors to help shorten the distance covered to procure raw materials, resulting in the reduction of about 450 tCO2e. See also "*—Environmental Matters.*"

Corporate Social Responsibility

We are committed to being a socially responsible business. We run a corporate mentorship program through Biocon Academy, our non-profit arm, with the top universities in Bangalore, providing skills-building opportunities for over 1,000 students. Further, our employees also mentor students, including mentorship provided by some of our top women leaders on promoting diversity, equity and inclusion in the business world.

We also conduct CSR activities through the Biocon Foundation and Biocon Academy, the non-profit arms of the Group. In Fiscal Year 2024, we spent ₹120 million on CSR activities. This has allowed the Biocon Foundation and Biocon Academy to successfully run a number of CSR programmes to benefit the community at large.

For example, we have participated in an oral cancer screening programme, which is a multi-state program that the Biocon Foundation has been running for almost a decade, with over 75,000 beneficiaries over this period. Additionally, the Biocon Foundation also contributed to the construction of the Biocon-Syngene General Medicine Wing at the Postgraduate Medical School and Hospital, envisioned by the Indian Institute of Science, Bangalore. We were also able to roll out internship programs to foster interdisciplinary research, especially in the fields of cancer biology, bioengineering, artificial intelligence and data sciences, endocrinology and biomedical devices. In Fiscal Year 2024, our employees also participated in activities on plantation drive and awareness campaigns on "No Tobacco Day."

Employees

As at June 30, 2024, we have approximately 5,000 full time employees representing more than 30 nationalities and ethnicities.

The table below sets forth a breakdown of our employees by geographic region as at June 30, 2024.

Region	Approximate employee headcount as at June 30, 2024
North America[(1)]	150
Europe[(2)]	175
India	3,600
Malaysia	880
Emerging Markets[(3)]	45

Notes:

(1) Comprises our employees in the United States and Canada.

(2) Comprises our employees in the UK and Ireland.

(3) Comprises our employees in Dubai, Brazil, Morocco, South Africa, Thailand and Philippines.

We provide various benefits to our employees, such as employee stock option plans and healthcare coverage. We fund a provident fund and other similar funds for employees' retirement. We also provide a superannuation plan for certain of our employees. The wages and benefits of our unionized employees are generally established pursuant to collective bargaining agreements.

In order to promote performance culture and individual performance, we have also introduced various initiatives, including introducing a variable pay component to senior management levels.

We enable our employees to participate in development training programs throughout their employment, offering a strong mix of self-initiated learning and nominations for developmental work to build skills and capabilities. The training activities focus on functional requirements or generic skills enhancements, including marketing skills, behavioral skills, information technology, environmental awareness training, health and safety and manufacturing or technical skills enhancement training.

To further integrate our operations and to streamline our human resource automated processes, we have also implemented a human resource information system globally.

We are committed to gender equality and have a zero-tolerance policy towards harassment.

In Fiscal Year 2024, we won several HR awards, including the Best Organization for Women 2024 and DEI Crusader Award from the Economic Times, the Diversity Equity and Inclusion Award 2024 by the HR Association of India and the DivHersity Award from JobsForHer in the category of Top 5 Most Innovative Practices – Women L&D Programs. We are committed to gender diversity, with 31% of our employees being women.

Insurance

We maintain insurance policies on all of our production facilities, including buildings, plants and machinery and inventories, covering fire and other contingencies such as riot, strike, flood, storm, earthquake and other natural and accidental risks (including burglary). We also maintain insurance on products in transit, such as imports, international sales and inland transport. We also maintain global commercial general and product liability insurance for the majority of the products we manufacture. Besides this, we also maintain a clinical trial policy for all trials in India and trial specific policies for trials outside India.

We also maintain insurance policies, including Directors and Officers liability insurance (with an extension for Employment Practices Liability Insurance), Cyber and Crime insurance, as well as local policies including workmen compensation, automobile liability, umbrella and fiduciary insurance based on the mandatory requirements in respective geographies. We also maintain group personal accident and group medical insurance for our employees. We do not maintain key man life insurance on our executive officers.

We maintain Public Liability Act insurance in India which covers any third-party bodily injury and property damage claims arising out of business operations. We also maintain Pollution Legal Liability Insurance in India covering any third-party claims arising out of pollution in our facilities.

We believe that our insurance coverage is reasonably sufficient to cover all normal risks associated with our operations and is in accordance with industry standards.

Legal Proceedings

We are involved in legal or arbitration proceedings in the ordinary course of business, including three trademark applications opposed by us in India as at June 30, 2024. For the material proceedings in which we are currently involved in, see "*Legal Proceedings*". Except as set out in "*Legal Proceedings*", we are currently not a party to any material legal, regulatory or arbitration proceedings which may have or have had a reputational impact on our Company or a material adverse effect on the business, financial condition or operations of our Company such that it may affect the Notes or the investor's decision to invest / continue to invest in the Notes.

APPLICABLE INDIAN REGULATIONS

The following is an indicative summary of certain sector specific and relevant laws and regulations in India, which are applicable to the business and operations of our Company. The information has been obtained from legislation available in the public domain and may not be exhaustive. It is merely intended to provide general information and is neither designed nor intended to be a substitute for professional legal advice. The statements below are based on the current provisions of Indian law, which is subject to change or modification by subsequent legislative, regulatory, administrative or judicial decisions. Investors should carefully consider the information described below, together with the information set out in other sections of this Offering Memorandum including the financial statements before making an investment decision relating to the Bonds, as any changes in the regulations and policies could have an adverse effect on the business and operations of our Company.

Key Legislation Applicable to the Business

The Drugs and Cosmetics Act, 1940 (the "Drugs Act"), the Drugs and Cosmetics Rules, 1945 (the "Drugs Rules")

The Drugs Act regulates the import, manufacture, distribution and sale of drugs and prohibits the import, manufacture and sale of certain drugs and cosmetics which are, *inter alia*, misbranded, adulterated or spurious. The Drugs Act and the Drugs Rules specify the conditions for the grant of a license for the manufacture, sale, import or distribution of any drug or cosmetic. They further mandate that every person holding a license shall maintain such records that may be open to inspection by the relevant authorities. Any violation of the provisions of the Drugs Act, including those pertaining to the manufacture and import of spurious drugs, non-disclosure of specified information and a failure to keep the required documents shall be punishable by fine, or imprisonment or both.

The Drugs Rules lay down the functions of the central drugs laboratory established under Section 6 of the Drugs Act. Under the Drugs Rules, an import license is required for importing drugs. The form and manner of application for import license has also been provided under the Drugs Rules. The medications specified in Schedule G of the Drugs Rules must have a label saying, "*Caution: it is dangerous to take this preparation except under medical supervision*." Furthermore, the Department of Health and Family Welfare, vide its notification dated July 10, 2024, has proposed to include drugs under Schedule G of the Drugs Rules within the ambit of drugs which shall not be advertised without prior sanction of the government.

Further, the Good Manufacturing Practice ("**GMP**") Guidelines are provided under Schedule T of the Drugs Rules. GMPs are the practices required to conform to the guidelines recommended by the authority that controls authorization and licensing for the manufacture and sale of food, drug products and active pharmaceutical products. These guidelines provide minimum requirements that a pharmaceutical or a food product manufacturer must meet to ensure that the products are of high quality and do not pose any risk to consumers or the public. GMPs, along with good laboratory practices and good clinical practices, are overseen by regulatory agencies in various sectors in India.

The Cosmetics Rules, 2020 (the "Cosmetic Rules")

The Ministry of Health and Family Welfare notified the Cosmetic Rules under the Drugs and Cosmetics Act, 1940. Under the Cosmetic Rules, cosmetics cannot be imported into India unless the product has been registered in accordance with these rules by the central licensing authority i.e., the Drugs Controller General of India, as appointed by the central government. Further, any person who intends to manufacture cosmetics shall make an application for grant of license or loan license to manufacture for sale or for distribution to the state licensing authority. Additionally, if cosmetics are manufactured at more than one premises, a separate license is required

to be obtained for each such premise. Further, as per the Cosmetic Rules, a licensee is required to abide by certain conditions, including but not limited to, (i) the manufacture of cosmetic shall be under the supervision of a competent technical staff; (ii) the licensee shall maintain an inspection book to enable an inspector to assess the same; (iii) the licensee shall inform the relevant authorities of any change in constitution of the firm, and (iv) the licensee shall ensure that each batch of raw materials used for manufacturing the cosmetics and each batch of the final products is tested and the records of such tests are required to be maintained. The Cosmetic Rules further prescribe the labeling and packaging requirements to be followed for sale or distribution of cosmetics that are of Indian origin.

The Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022 ("Advertisement Guidelines")

The Advertisement Guidelines provide for the prevention of false or misleading advertisements and making endorsements relating thereto. The Advertisement Guidelines apply, *inter alia*, to all manufacturers and to all the advertisements regardless of form, format or medium. The Advertisement Guidelines lay down the conditions for non-misleading and valid advertisements and prohibit surrogate or indirect advertisement of goods or services whose advertising is prohibited or restricted by law, by portraying it to be an advertisement for other goods or services, the advertising of which is not prohibited or restricted by law. Further, the Advertisement Guidelines lay down duties of, among others, a manufacturer and provide that every manufacturer shall ensure that all claims, descriptions and comparisons included in an advertisement which relate to matters of objectively ascertainable facts, shall be substantiated. The Advertisement Guidelines further provide that the advertisement must be genuine, and must be based on adequate information about, or experience with, the identified goods, product or service and must not otherwise be deceptive. It also regulates free claims advertisements.

The Food Safety and Standards Act, 2006 (the "FSSA") and rules and regulations made thereunder

The FSSA was enacted with a view to consolidating the laws relating to food and to establish the Food Safety and Standards Authority of India (the "**FSSAI**") for laying down scientific standards for articles of food and to regulate their manufacture, storage, distribution, sale and import to ensure availability of safe and wholesome food for human consumption. The FSSAI has been established under Section 4 of the FSSA. Section 16 of the FSSA lays down the functions and duties of the FSSAI including the FSSAI's duty to provide scientific advice and technical support to the Government of India and the state governments in framing the policy and rules relating to food safety and nutrition. The FSSA also sets out requirements for licensing and registering food businesses, general principles for food safety and responsibilities of the food business operator and liability of manufacturers, packers, wholesalers, distributors and sellers, as well as adjudication by the Food Safety Appellate Tribunal. The FSSA also lays down penalties for various offenses (including recall procedures).

In addition to the FSSA, the following rules and regulations passed under the FSSA are applicable:

- Food Safety and Standards Rules, 2011;
- Food Safety and Standards (Licensing and Registration of Food Businesses) Regulations, 2011;
- Food Safety and Standards (Food Recall Procedure) Regulations, 2017;
- Food Safety and Standards (Packaging and Labeling) Regulations, 2011;
- Food Safety and Standards (Food Products Standards and Food Additives) Regulations, 2011;
- Food Safety and Standards (Contaminants, Toxins and Residues) Regulations, 2011;
- Food Safety and Standards (Packaging) Regulations, 2018;

- Food Safety and Standards (Approval for Non-Specified Food and Food Ingredients) Regulations, 2017; and
- Food Safety and Standards (Labeling and Display) Regulations, 2020.

The Drugs, Medical Devices and Cosmetics Bill, 2022 (the "Drugs Bill, 2022")

In July 2022, the Ministry of Health and Family Welfare, Government of India, released a draft of the Drugs Bill, 2022. The Drugs Bill, 2022 is proposed to amend and consolidate the laws relating to, *inter alia*, the import, manufacture, distribution and sale of drugs, medical devices and cosmetics, as well as the laws relating to clinical trials of new drugs and clinical investigation of investigational medical devices. The Drugs Bill, 2022 lays down the standards for the quality of imported drugs and cosmetics and circumstances under which these would be deemed to be adulterated, spurious or misbranded. Under the Drugs Bill, 2022, the central government has the power to prohibit, restrict or regulate the import of drugs and cosmetics in the public interest, including to meet the requirements of an emergency arising due to epidemic or natural disasters. Further, it lays down the standard of quality for the manufacture, sale and distribution of drugs and cosmetics and the clinical trial of drugs. The Drugs Bill, 2022 also proposes the establishment of several boards and committees to assist and advise the central and state governments in the administration and regulation of drugs, cosmetics and medical devices.

While the Ministry of Health and Family Welfare, Government of India, had intended to table the Drugs, Medical Devices and Cosmetics Bill, 2023 (the "**Drugs Bill, 2023**") in the parliament in its Monsoon session this year, the same was, eventually, not tabled. The Drugs Bill, 2023 sought to repeal the Drugs Act. It also sought to regulate the import, manufacture, distribution and sale of drugs, medical devices and cosmetics and to provide for regulatory standards to ensure their quality, safety, efficacy and performance.

The Drugs (Prices Control) Order, 2013 (the "DPCO")

The DPCO has been notified under the Essential Commodities Act, 1955. The first schedule to the DPCO consists of a list of essential medicines or formulations. In relation to these scheduled formulations, the DPCO, *inter alia*, prescribes the method for calculating the ceiling price and provides that the Government of India shall fix and notify the ceiling prices. The DPCO also prescribes the method for calculating the retail price of a new drug in the domestic market for existing manufacturers of scheduled formulations. Further, under the DPCO, the Government of India has been assigned the task of monitoring the production and availability of scheduled formulations and the active pharmaceutical ingredients contained in the scheduled formulation.

The Narcotic Drugs and Psychotropic Substances Act, 1985 (the "NDPS Act")

The NDPS Act is a legal framework which seeks to control and regulate operations relating to narcotic drugs and psychotropic substances. It prohibits, *inter alia*, the cultivation, production, manufacture, possession, sale, purchase, transportation, warehousing, consumption, inter-state movement, import into India and transshipment of narcotic drugs and psychotropic substances, except for medical or scientific purposes. Offenses under the NDPS Act are essentially related to violations of the various prohibitions imposed under the NDPS Act, punishable by either imprisonment or monetary fines or both.

The Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954 (the "DMRA")

The DMRA seeks to control advertisement of drugs in certain cases and prohibits advertisement of remedies that claim to possess magic qualities. As per the DMRA, the definition of drug includes, *inter alia*, a medicine for internal or external use and any substance for use in diagnosis and cure of a disease. In terms of the DMRA, advertisements include any notice, circular, label, wrapper or other document and any announcement made orally or by any means of producing or transmitting light, sound or smoke. It also specifies the ailments for which no advertisement is allowed. The DMRA prohibits advertisements that give false impressions regarding the true character of a drug, make false claims for a drug, or are otherwise false or misleading in any material

way. Further, the Drugs and Magic Remedies (Objectionable Advertisements) Rules, 1955 have been framed for effective implementation of the provisions of the DMRA. The DMRA also allows for the governing of advertisements of Ayurvedic and Unani systems of medicines after consultation with the Drugs Technical Advisory Board.

The National Pharmaceuticals Pricing Policy, 2012 (the "2012 Policy")

The 2012 Policy intends to provide the principles for the pricing of essential drugs specified in the National List of Essential Medicines – 2011, declared by the Ministry of Health and Family Welfare, Government of India and modified from time to time, in order to ensure the availability of such medicines at reasonable prices, while providing sufficient opportunity for innovation and competition to support the growth of the industry. The prices are regulated based on the essential nature of the drugs. Further, the 2012 Policy regulates the price of formulations only, through market-based pricing, which is different from the earlier principle of cost-based pricing. Accordingly, the formulations will be priced by fixing a ceiling price and the manufacturers of such drugs will be free to fix any price equal to or below the ceiling price.

The Uniform Code for Pharmaceutical Marketing Practices (the "UCPMP 2024")

The UCPMP 2024, was published by the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers on March 12, 2024, for the pharmaceutical industry for the promotion and marketing of drugs and medical devices. While the Uniform Code for Pharmaceutical Marketing Practices, 2014 was a voluntary code, the UCPMP 2024 has been promulgated with a more mandatory approach. It is aimed at mitigating unethical practices and ensuring transparency, integrity and accountability in the marketing of pharmaceutical and medical device products across India. It further prescribes all advertisements of drugs to be factual, substantiated and fair.

The New Drugs and Clinical Trial Rules, 2019 (the "NDC Rules")

Clinical trials in India are controlled by the Drug Controller General of India ("**DCGI**") under the Ministry of Health and Family Welfare, Government of India. The NDC Rules lay down the process mechanics and guidelines for clinical trials, including the procedure for approval of clinical trials. Clinical trials require obtaining free, informed and written consent from each study subject. The NDC Rules also provide for compensation in case of injury or death caused during the clinical trials. The Central Drugs Standard Control Organization has issued guidance for the industry for the submission of clinical trial applications for evaluating safety and efficacy, as required under the NDC Rules. Further, under the NDC Rules, the ethics committee constituted thereunder is required to register itself with the central licensing authority in order to conduct any clinical trial, bioavailability study or bioequivalence study. The NDC Rules further provide for the composition and functions of the ethics committee and its period of validity. The NDC Rules further mandate the maintenance of records for a period of five years after completion of the clinical trial, bioavailability study or bioequivalence study, as the case may be.

The Essential Commodities Act, 1955 (the "ECA")

The ECA empowers the central government to control the production, supply and distribution of trade and commerce in certain essential commodities for maintaining or increasing supplies or for securing their equitable distribution and availability at fair prices or for securing any essential commodity for the defense of India or the efficient conduct of military operations. Under the ECA, an essential commodity means a commodity specified in the Schedule of the ECA, which is updated and notified from time to time. Using the powers under the ECA, the central government has issued control orders for, *inter alia*, controlling the price of, regulating by licenses, permits or otherwise the production or manufacture of any essential commodity. Violations under the ECA are punishable by either imprisonment or monetary fines or both.

The Foreign Trade (Development and Regulations) Act, 1992 (the "Foreign Trade Act")

The Foreign Trade (Development and Regulations) Act, 1992 provides for the development and regulation of foreign trade by facilitating imports into India and enhancing the exports from India. Under the Foreign Trade Act, the Government of India has the power to make any law related to foreign trade in India. The Government of India can also restrict, prohibit and regulate exports and imports in the specified cases of foreign trade. Under the Foreign Trade Act, the Government of India has notified the foreign trade policy which came into effect from April 1, 2023, ("**FTP**") which provides a legal and procedural framework for the import and exports of goods into and from India, as applicable. In accordance with the Foreign Trade Act, the Government of India has appointed the Directorate General of Foreign Trade (the "**DGFT**"). The DGFT has the power to, among other things, issue an importer-exporter code ("**IEC**"), which is a mandatory requirement for entities to import and export goods into India and from India, respectively. However, entities that import or export services or technology are not mandated to obtain an IEC unless they are utilizing the benefits of the FTP.

The Petroleum Act, 1934 (the "Petroleum Act") and the Petroleum Rules, 2002 (the "Petroleum Rules")

The Petroleum Act was passed to consolidate and amend the laws relating to the import, transport, storage, production, refining and blending of petroleum. The Petroleum Act provides that no one shall import, transport or store any petroleum and produce, refine or blend petroleum save in accordance with the rules made under the Petroleum Act. Section 23 provides the penalty for contravention of the Petroleum Act and the Petroleum Rules.

The Petroleum Rules lay down rules in relation to, *inter alia*, restriction on delivery and dispatch of petroleum, importation of petroleum, and transportation of petroleum. The Petroleum Rules were recently amended in 2024, vide the Petroleum Amendment Rules, 2024 (the "**Petroleum Amendment Rules**"). The Petroleum Amendment Rules included provisions pertaining to, among others, importing petroleum by air, unloading of petroleum and restricting the transportation of ISO tanks.

The Poisons Act, 1919 (the "Poisons Act")

The Poisons Act enables state governments to grant licenses for the possession, sale, wholesale or retail of poisons and fixing of the fee, if any, to be charged for such licenses. The Poisons Act also enables state governments to regulate the classes of persons to whom such license may be granted and the maximum quantity of poison which may be permitted to be sold.

The Pharmacy Act, 1948 (the "Pharmacy Act")

The Pharmacy Act regulates the profession and practice of pharmacy and for that purpose constitutes the pharmacy councils. It provides for establishment of the Pharmacy Council of India and the State Pharmacy Councils. In accordance with the Pharmacy Act, the Pharmacy Council of India, *inter alia*, has the following powers and responsibilities: (i) prescribes minimum standard of education required as a pharmacist; (ii) drafts regulations for institutions to follow and to obtain approval for providing pharmaceutical education; (iii) implementation of the educational standards across India; (iv) maintains a centralized register of pharmacists, and (v) withdraws approval granted to institutions if they do not adhere to the prescribed standards. The Pharmacy Act has provisions for, among other things, the registration of pharmacists to operate in India and the consequent penalties in the event of non-registration and false registration.

The Guidelines for Good Clinical Laboratory Practices, 2021 (the "GCLP Guidelines")

The GCLP Practices are a set of principles that define a quality system concerned with the organizational process and the conditions under which laboratory studies are planned, performed, monitored, recorded, archived and reported. It is intended to promote quality test data. The GCLP Guidelines aim to provide facilities with evolving strategies in the pre-examination and examination process of samples from clinical research and

testing laboratories to assure quality, reliability and integrity of the data generated. All clinical research involving human participants should be conducted in accordance with basic and general ethical principles. All clinical laboratories where human samples are processed are required to follow the GCLP Guidelines and may be tested under them for diagnosis, patient care, disease control and clinical research.

The Collection of Statistics Act, 2008 (the "Statistics Act")

The Statistics Act aims to facilitate the collection of statistics on economic, demographical, social, scientific and environmental aspects. It enables central, state and local governments to collect statistics and to appoint a statistics officer for each geographical unit and for collecting any statistics.

The Legal Metrology Act, 2009 (the "LM Act") and the Legal Metrology (Packaged Commodities) Rules, 2011 (the "LM Rules")

The LM Act seeks to establish and enforce standards of weights and measures and regulate trade and commerce in weights, measures and other goods which are sold or distributed by weight, measure or number. The LM Act provides for, *inter alia*, standard weights and measures and requirements for the verification and stamping of weights and measures. The LM Rules, *inter alia*, provide that certain commodities shall be packed for sale, distribution and delivery in standard quantities as laid down under the LM Rules. The LM Rules also provide for declarations that must be made on packages, where those declarations should appear on the package and the manner in which the declaration is to be made. These rules also provide the detailed specifications of standard weights and measures and the standard equipment. Furthermore, state governments have also framed their respective states Legal Metrology (Enforcement) Rules for the implementation of the LM Act. The LM Act regulates the trade and commerce in weights and measures and provides for the appointment of a director, controller and other legal metrology officers and empowers them to undertake inspection or forfeiture to ensure compliance with its provisions.

The Bureau of Indian Standards Act, 2016 (the "BIS Act")

The BIS Act establishes the Bureau of Indian Standards (the "**BIS**") in India. The BIS Act has established the BIS for the harmonious development of activities of standardization, conformity assessment and quality assurance of goods, articles, processes, systems and services. The BIS Act provides for the Government of India to make it compulsory for notified goods, processes and articles, etc., to carry the standard mark for the purposes of public interest, safety of the environment and to prevent any unfair trade practices. The BIS Act enables the Central Government to appoint any authority or agency, in addition to the BIS, to verify the conformity of products and services to a standard and issue a certificate of conformity. Further, there is also a provision for repair or recall, including product liability of the products bearing a standard mark but not conforming to the relevant Indian Standard.

The Consumer Protection Act, 2019 (the "Consumer Protection Act") and the rules made thereunder

The Consumer Protection Act, which repeals the Consumer Protection Act, 1986, was designed and enacted to provide simpler and quicker access to redress consumer grievances. It seeks, *inter alia*, to promote and protect the interests of consumers against deficiencies and defects in goods or services and secure the rights of a consumer against unfair trade practices, which may be practised by manufacturers, service providers and traders. The definition of "consumer" under the Consumer Protection Act also includes persons engaged in offline or online transactions through electronic means or by teleshopping, direct-selling or multi-level marketing. It provides for the establishment of consumer disputes redressal forums and commissions for the purposes of the redressal of consumer grievances. In addition to awarding compensation and/or passing corrective orders, the forums and commissions under the Consumer Protection Act, in cases of misleading and false advertisements, are empowered to impose imprisonment for a term which may extend to two years and fine which may extend to ten lakhs.

The Consumer Protection (E-Commerce) Rules, 2020, issued under the Consumer Protection Act apply to, among other things, goods and services bought or sold over digital or electronic networks, all models of e-commerce and all forms of unfair trade practice across e-commerce models. The rules specify the duties of sellers and the duties and liabilities of the recognized business models of e-commerce, including marketplace and inventory-based entities.

Shops and establishments legislations

The Government of India proposed the Model Shop and Establishments (Regulation of Employment and Conditions of Service) Bill, 2016. Based on this model various state laws have been developed dealing with shops and establishments. Under the provisions of local shops and establishments legislation applicable in the states in India, all the shops and establishments are required to be registered. Such legislation regulates the working and employment conditions of the workers employed in shops and establishments, including commercial establishments and provide for fixing of working hours, rest intervals, overtime, holidays, leave, termination of service, maintenance of records, maintenance of shops and establishments and other rights and obligations of the employers and the employees. These shops and establishments acts, and the relevant rules framed thereunder, also prescribe penalties in the form of monetary fines or imprisonment for violation of provisions, as well as procedures for appeal in relation to such contravention of the provisions.

The Indian Boilers Act, 1923 (the "Boilers Act") and the Indian Boiler Regulations, 1950 (the "Boilers Regulations")

The Boilers Act, *inter alia*, provides that no owner of a boiler shall use the boiler or permit it to be used unless it has been registered in accordance with the provisions of the Boilers Act. Under the Boilers Act, "boiler" means a pressure vessel in which steam is generated for use external to itself by application of heat which is wholly or partly under pressure when the steam is shut off. The Boilers Act also provides for penalties for illegal use of boilers, tampering with the register mark or any other breaches.

The Boilers Regulations provide for, *inter alia*, standard requirements with respect to the material, construction, safety and testing of boilers. The Jan Vishwas (Amendment of Provisions) Act, 2023, recently passed by the parliament, encompasses amendments to the Indian Boilers Act, 1923, including the increase of certain penalties in terms of monetary fines under the Boilers Act. The Boilers Regulations were amended by the Indian Boiler (Amendment) Regulations, 2022.

The Explosives Act, 1884 (the "Explosives Act") and the Rules thereunder

The Explosives Act is a comprehensive law which regulates, by licensing, the manufacture, possession, sale, transportation, export and import of explosives. Under the Explosives Act, "explosive" means, *inter alia*, any substance, whether a single chemical compound or a mixture of substances, whether solid or liquid or gaseous, used or manufactured with a view to produce a practical effect by explosion or pyrotechnic effect. Under the Explosives Act, the central government may, for any part of India, make rules, regulate or prohibit the use of explosives. Extensive penalty provisions have been provided for the manufacture, import or export, possession, usage, selling or transportation of explosives in contravention of the Explosives Act. In furtherance to the purpose of the Explosives Act, the central government has notified the Explosive Rules in order to regulate the manufacture, import, export, transport and possession for sale or use of explosives. The Department for Promotions of Industry and Internal Trade, Government of India has introduced the draft Explosives Bill, 2024 (the "**Bill**"). Under the Bill, the union government shall appoint the authority responsible for granting, suspending or revoking licenses, as well as carrying out other specified functions under the new legislation.

The Information Technology Act, 2000 (the "IT Act")

The IT Act seeks to provide legal recognition to transactions carried out by various means of electronic data interchange and other means of electronic communication and facilitates electronic filing of documents with

the government agencies. The IT Act also creates a mechanism for the authentication of electronic documentation through digital signatures. The IT Act prescribes punishment for publishing and transmitting obscene material in electronic form. The IT Act provides for extraterritorial jurisdiction over any offense or contravention under the IT Act committed outside of India by any person, irrespective of their nationality, if the act or conduct constituting the offense or contravention involves a computer, computer system or computer network located in India. Additionally, the IT Act empowers the Government of India to direct any of its agencies to intercept, monitor or decrypt any information generated, transmitted, received or stored in any computer source in the interest of sovereignty, integrity, defense and security of India, among other things. In April 2023, further amendments were introduced with the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Amendment Rules, 2023. These rules impose obligations on intermediaries and platforms regarding harmful unapproved online games and their advertisements. Additionally, the Jan Vishwas (Amendment of Provisions) Act, 2023, which came into effect on November 30, 2023, decriminalized certain offenses and increased penalties for other offences under the IT Act.

Environmental Legislation

The Environment Protection Act, 1986 (the "EP Act"), the Environment Protection Rules, 1986 (the "EP Rules") and the EIA Notification, 2006 (the "EIA")

The EP Act was enacted with the objective of the protection and improvement of the environment and for matters connected therewith. As per the EP Act, the central government has been given the power to take all such measures for the purpose of protecting and improving the quality of the environment and to prevent environmental pollution. Further, the central government has been given the power to give directions in writing to any person or officer or any authority for any of the purposes of the EP Act, including the power to direct the closure, prohibition or regulation of any industry, operation, or process. The EP Rules prescribes the standards for emission or discharge of environmental pollutants from industries, operations or processes, for the purpose of protecting and improving the quality of the environment and preventing and abating environmental pollution. The EP Rules have been amended by the Environment (Protection) Amendment Rules, 2023. Additionally, under the EIA Notification and its subsequent amendments, projects are required to obtain environmental clearance from the concerned authorities depending on the potential impact on human health and resources.

The Water (Prevention and Control of Pollution) Act, 1974 (the "Water Act")

The Water Act provides for one central Pollution Control Board ("**PCB**"), as well as state pollution control boards, to be formed to implement its provisions, including enforcement of standards for factories discharging pollutants into water bodies. The Water Act prohibits the use of any stream or well for the disposal of polluting matter, in violation of the standards set down by the state PCB. The Water Act also provides that the consent of the state PCB must be obtained prior to the opening of any new outlets or discharges which are likely to discharge sewage effluent. Contraventions of the Water Act are punishable by fine and/or imprisonment.

The Air (Prevention and Control of Pollution) Act, 1981 (the "Air Act")

The Air Act provides for the prevention, control and abatement of air pollution. Under the Air Act, a state government may, after consultation with the state pollution control board, declare any area or areas within the state as air pollution control areas for the purposes of the Air Act. The Central Pollution Control Board and the state pollution control boards constituted under the Water Act perform similar functions under the Air Act as well. Pursuant to the provisions of the Air Act, any person establishing or operating any industrial plant within an air pollution control area must obtain the consent of the relevant state pollution control board prior to establishing or operating such industrial plant. Further, under Section 22 of the Air Act, no person operating any industrial plant in any air pollution control area shall discharge, permit or cause to be discharged the

emission of any air pollutant in excess of the standards laid down by the state pollution control board. Contraventions of the Air Act are punishable by fine and/or imprisonment.

The Noise Pollution (Regulation and Control) Rules, 2000 (the "Noise Pollution Rules")

The Noise Pollution Rules regulate and control noise producing and generating sources including, i*nter alia*, industrial activity, construction activity generator sets and music systems. And it also sets ambient air quality standards in respect of noise for different areas/zones. The Noise Pollution Rules provide for penalties in accordance with the EP Act for the use of loudspeakers and public address systems, among other things, in a silence zone or area.

The Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 (the "Hazardous Waste Rules")

The Hazardous Waste Rules regulate the management, treatment, storage and disposal of hazardous waste. Under the Hazardous Waste Rules, "hazardous waste," *inter alia*, means any waste which, due to physical, chemical, biological, reactive, toxic, flammable, explosive or corrosive properties, causes danger, or is likely to cause danger, to health or the environment, whether alone or in contact with other wastes or substances. Every occupier and operator of a facility generating hazardous waste must obtain authorization from the relevant state pollution control board. Further, the occupier, importer or exporter is liable for any damage caused to the environment or a third party resulting from the improper handling, management or disposal of hazardous waste and must pay any financial penalty that may be levied by the respective state pollution control board.

The Manufacturing, Storage & Import of Hazardous Chemicals Rules, 1989 (the "MSIHC Rules")

The MSIHC Rules apply to an industrial activity in which a hazardous chemical, as stipulated in Schedule I of the MSIHC Rules, is involved and to the isolated storage of a hazardous chemical listed in Schedule II of the MSIHC Rules. The MSIHC Rules stipulate that an occupier in control of an industrial activity must take adequate steps to prevent major accidents and to limit their consequences to persons and the environment. Further, the occupier is under an obligation to notify the concerned authority on the occurrence of a major accident on the site or pipeline within 48 hours.

The Bio-Medical Waste Management Rules, 2016 (the "BMW Rules")

The BMW Rules, made under the EP Act, are applicable to all persons who generate, collect, receive, store, transport, treat, dispose or handle bio-medical waste in any form. The BMW Rules mandate every occupier of an institution generating bio-medical waste to take all necessary steps to ensure that such waste is handled without any adverse effect to human health and the environment and, *inter alia*, to make a provision within the premises for a safe, ventilated and secured location for storage of segregated bio-medical waste, pre-treat laboratory waste and to provide training to workers involved in handling bio-medical waste. The BMW Rules further require every occupier or operator handling bio-medical waste to apply to the prescribed authority for grant of authorization, submit an annual report to the prescribed authority and to maintain records related to the generation, collection, receipt, storage, transportation, treatment, disposal or any form of handling of bio-medical waste in accordance with the BMW Rules and the guidelines issued thereunder. Section 15 of the EP Act provides that failure to comply with, or contravention of, any of the provisions of the EP Act, or the rules made, or orders or directions issued thereunder, is punishable by fine or imprisonment or both.

The E-Waste Management Rules, 2022 (the "EWM Rules")

The EWM Rules govern the manufacturing, recycling, and dismantling of e-waste in India, with the objective of ensuring that those who engage in these practices comply with the mandatory regulations made by the central and respective state Pollution Control Boards. The EWM Rules provide for different responsibilities of the manufacturer, producer, consumer, bulk consumer, collection center, dealer, e-retailer, refurbisher, dismantler

and recycler involved in the manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I of the EWM Rules.

The Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996 (the "Chemical Accidents Rules")

The Chemical Accidents Rules, formulated pursuant to the provisions of the EP Act, seek to manage the occurrence of chemical accidents by, *inter alia*, setting up a central crisis group and a crisis alert system. The functions of the central crisis group, *inter alia*, include: (i) conducting post-accident analysis of major chemical accidents; (ii) rendering infrastructural help in the event of a chemical accident; and (iii) reviewing district offsite emergency plans.

The Public Liability Insurance Act, 1991 (the "PLI Act") and the Public Liability Insurance Rules, 1991 (the "PLI Rules")

The PLI Act imposes liability on the owner or controller of hazardous substances for any damage arising out of an accident involving such hazardous substances. A list of hazardous substances covered by the legislation has been enumerated by the government by way of a notification. Under the PLI Act, the owner or handler is also required to take out an insurance policy insuring against liability. The PLI Act also provides for the establishment of the Environmental Relief Fund, which shall be utilized towards payment of relief granted under the PLI Act. The PLI Rules mandate the employer to contribute a sum equal to the premium paid on the insurance policies towards the Environmental Relief Fund.

The Batteries (Management and Handling) Rules, 2001 (the "Batteries Rules")

The Batteries Rules apply to every manufacturer, importer, re-conditioner, assembler, dealer, recycler, auctioneer, consumer and bulk consumer involved in manufacture, processing, sale, purchase and use of batteries or components. The Batteries Rules prescribe responsibilities for the aforementioned persons such as setting up collection centers, either individually or jointly, at various places for the collection of used batteries from consumers or dealers by the manufacturer, importer, assembler and re-conditioner. The Batteries Rules also set out the procedure for seeking authorization and registration for handling battery waste.

The Plastic Waste Management Rules, 2016 (the "Plastic Rules")

The Plastic Rules provide a regulatory framework for the management of plastic waste generated in the country. The Plastic Rules aim to implement steps for minimizing plastic waste, ensuring segregated storage of waste of source and involving and adopting the "polluters pay principle" for the sustainability of the waste management system. The Plastic Rules prescribe a central registration system for the registration of producer/importer/brand owner which will be evolved by Central Pollution Control Board. As per the Plastic Rules, the manufacture, import, storage, distribution, sale and use of carry bags and plastic sheets, are, among other things, subject to the following conditions: (i) carry bags and plastic packaging shall either be in a natural shade which is without any added pigments or made using only those pigments and colorants which are in conformity with Indian Standard IS 9833:1981, and (ii) sachets using plastic material shall not be used for storing, packing or selling, among other things, gutkha, tobacco and pan masala.

Labor Law Legislation

The Factories Act, 1948, as amended (the "**Factories Act**"), defines a "factory" to cover any premises which employed 10 or more workers on any day in the preceding 12 months and in which a manufacturing process is carried on with the aid of power, or any premises where at least 20 workers are employed and where a manufacturing process is carried on without the aid of power. Each state government has enacted rules in respect of the prior submission of plans and their approval for the establishment of factories and registration and licensing thereof. The Factories Act provides for the imposition of fines and imprisonment of the manager and occupier of the factory in case of any contravention of its provisions.

The Building and Other Construction Workers' Welfare Cess Act, 1996 ("**Construction Workers Act**") provides for the levy and collection of a cess from an employer on the cost of construction incurred by employers with a view to increasing the resources of the Building and Other Construction Workers' Welfare Boards constituted under the Construction Workers Act.

The Contract Labour (Regulation and Abolition) Act, 1970 ("**CLRA**") regulates the employment of contract labor in certain establishments. The CLRA provides that the appropriate government may, after consultation with the Central or State Advisory Boards (constituted under the CLRA), prohibit employment of contract labor in any process, operation or other work in any establishment.

In addition to the Factories Act, Construction Workers Act and the CLRA, the employment of workers, depending on the nature of activity, is regulated by a wide variety of generally applicable labor laws. The following is an indicative list of labor laws, each as amended, which may be applicable to the Company due to the nature of the business activities:

- Apprentices Act, 1961;
- Building and Other Construction Workers' Welfare Cess Act, 1996;
- Child Labour (Prohibition and Regulation) Act, 1986;
- Employee's Compensation Act, 1923;
- Employees' Provident Funds and Miscellaneous Provisions Act, 1952;
- Employees' State Insurance Act, 1948;
- Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959;
- Equal Remuneration Act, 1976;
- Industrial Disputes Act, 1947;
- Industrial Employment (Standing Order) Act, 1946;
- Karnataka Labour Welfare Fund Act, 1965;
- Minimum Wages Act, 1948;
- Payment of Bonus Act, 1965;
- Payment of Gratuity Act, 1972;
- Payment of Wages Act, 1936;
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act and Rules, 2013;
- Shops and establishments legislations in various states;
- Sales Promotion Employees (Conditions of Service) Act, 1976; and
- Trade Unions Act, 1926.

In order to rationalize and reform labor laws in India, the Government of India has framed four labor codes:

(a) *The Occupational Safety, Health and Working Conditions Code, 2020* received the assent of the President of India on September 28, 2020, and it proposes to subsume certain existing legislations,

including the Factories Act, 1948, the CLRA, the Construction Workers Act, the Sales Promotion Employees (Conditions of Service) Act, 1976, the Sales Promotion Employees (Conditions of Service) Act, 1976 and the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979. This code proposes to provide for, among other things, standards for health, safety and working conditions for employees of establishments, and it will come into effect on a date to be notified by the central government.

(b) *The Industrial Relations Code, 2020* received the assent of the President of India on September 28, 2020, and proposes to subsume three existing legislations, namely, the Industrial Disputes Act, 1947, the Trade Unions Act, 1926 and the Industrial Employment (Standing Orders) Act, 1946. The Industrial Relations Code, 2020 will come into effect on a date to be notified by the central government.

(c) *The Code on Wages, 2019* received the assent of the President of India on August 8, 2019. Through its notification dated December 18, 2020, the Government of India brought into force certain sections of the Code on Wages, 2019. The remaining provisions of this code will be brought into force on a date to be notified by the Government of India. It proposes to subsume four separate legislations, namely, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, the Payment of Bonus Act, 1965 and the Equal Remuneration Act, 1976.

(d) *The Code on Social Security, 2020* received the assent of the President of India on September 28, 2020. Through its notification dated April 30, 2021, the Government of India brought into force Section 142 of the Code on Social Security, 2020. The remaining provisions of this code will be brought into force on a date to be notified by the Government of India. It proposes to subsume several separate legislations including the Employees' Compensation Act, 1923, the Employees' State Insurance Act, 1948, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959, the Maternity Benefit Act, 1961 and the Payment of Gratuity Act, 1972.

Certain portions of the Code on Wages, 2019 and Code on Social Security, 2020 have come into force upon notification dated December 18, 2020 and May 3, 2023, respectively, by the Ministry of Labour and Employment. The remaining provisions of these codes shall become effective as and when notified by the Government of India.

Intellectual Property Laws

The Trademarks Act, 1999 (the "Trademarks Act")

The Trademarks Act governs the statutory protection of trademarks and prohibits any registration of deceptively similar trademarks, among other things. The purpose of the Trademarks Act is to grant exclusive rights to marks such as a brand, label and heading and to obtain relief in case of infringement of such marks. Indian law permits the registration of trademarks for both goods and services. Under the provisions of the Trademarks Act, an application for trademark registration may be made before the Trademark Registry by any person claiming to be the proprietor of a trademark, whether individual or joint applicants, and it can be made on the basis of either actual use or intention to use a trademark in the future. Once granted, a trademark registration is valid for 10 years unless canceled, subsequent to which, it can be renewed. If not renewed, the mark lapses and the registration is required to be restored. Further, pursuant to the notification of the Trademarks (Amendment) Act, 2010 ("**Trademark Amendment Act**") simultaneous protection of trademarks in India and other countries has been made available to owners of Indian and foreign trademarks. The Trademark Amendment Act also seeks to simplify the law relating to transfer of ownership of trademarks by assignment or transmission and to conform Indian trademark law to international practice.

The Draft Trademarks (1st Amendment) Rules, 2024, introduced by the Department for Promotion of Industry and Internal Trade under the Ministry of Commerce and Industry, represent a strategic modification to the Trademarks Rules, 2017. These rules aim to enhance the adjudication process, define penalties and establish an efficient appellate system. Further reforms have been brought about by the Jan Vishwas (Amendment of Provisions) Act, 2023, concerning the alteration of penalties and developing a new adjudication mechanism for inquiry, hearing and appeals relating to criminal penalties.

The Patents Act 1970 (the "Patents Act")

The Patents Act governs the patent regime in India. A patent under the Patents Act is an intellectual property right relating to the inventions and grant of exclusive rights, for limited periods, provided by the government to the patentee, in exchange of full disclosure of his invention, for the purposes of excluding others from making, using, selling and importing the patented product or process or produce that product. Being a signatory to the Agreement on Trade Related Aspects of Intellectual Property Rights, India is required to recognize product patents as well as process patents. In addition to the broad requirement that an invention must satisfy the requirements of novelty, utility and non-obviousness in order for it to avail patent protection, the Patents Act further provides that patent protection may not be granted to certain specified types of inventions and materials even if they satisfy the above criteria. Several changes have been introduced through the Patents (Amendment) Rules, 2024, concerning timeline, pre-grant opposition proceedings and certificate of inventorship.

The Copyright Act, 1957 and the Copyright Rules, 2013 (the "Copyright Laws")

The Copyright Laws governs copyright protection in India. Even though copyright registration is not a prerequisite for acquiring or enforcing a copyright in an otherwise copyrightable work, registration under the Copyright Laws acts as *prima facie* evidence of the particulars entered therein and helps to expedite infringement proceedings and to reduce delay caused due to evidentiary considerations. The Copyright Laws prescribe a fine, imprisonment or both for violations, with an enhanced penalty on second or subsequent convictions.

Laws Relating to Taxation

The Goods and Services Tax ("**GST**") is levied on the supply of goods or services or both jointly by the central Government of India and state governments. GST provides for the imposition of tax on the supply of goods or services and will be levied by the central government and by the state government including union territories on intra-state supply of goods or services. Further, the central government levies GST on the inter-state supply of goods or services. GST is enforced through various acts viz. the Central Goods and Services Act, 2017, the relevant state's Goods and Services Act, 2017, the Union Territory Goods and Services Act, 2017, the Integrated Goods and Services Act, 2017 and the Goods and Services (Compensation to States) Act, 2017 and various rules made thereunder.

Further, the Income-tax Act, 1961 (the "**Indian Income Tax Act**") is applicable to every company, whether domestic or foreign, whose income is taxable under the provisions of the Indian Income Tax Act or rules made thereunder depending upon its "Residential Status" and "Type of Income" involved. The Indian Income Tax Act provides for the taxation of persons resident in India on global income and persons not resident in India on income received, accruing or arising in India or deemed to have been received, accrued or arising in India. Every company assessable to income tax under the Indian Income Tax Act is required to comply with the provisions thereof, including those relating to tax deduction at source, advance tax and minimum alternative tax.

The Customs Act, 1962 (the "Customs Act")

The Customs Act, 1962, as amended, regulates the import of goods into and export of goods from India by providing for the levy and collection of customs duties on goods in accordance with the Customs Tariff Act, 1975. Any company needing to import or export goods is required to obtain an Importer Exporter Code under the Foreign Trade (Development and Regulation) Act, 1992. Customs duties are administrated by Central Board of Indirect Tax and Customs under the Ministry of Finance.

In addition to the aforementioned material legislations which are applicable to the Company, other tax legislation that may be applicable to our operations include: the Indian Stamp Act, 1899 and various state-wise laws made thereunder and state-wise laws in relation to professional tax.

Laws relating to the Guarantee

For details of the laws governing the Guarantee, see "*Indian Government Filings and Approvals*".

DIRECTORS AND SENIOR MANAGEMENT

Board of Directors

The board of directors of our Company (the "**Board**") is our governing body and is responsible for helping to shape and oversee our business strategy and making management decisions on behalf of shareholders and other stakeholders, as well as administration of our Company's affairs. The key purpose of our Board of Directors is to make collective decisions driving the management towards achieving our Company's goals while serving the interests of its stakeholders. The Board also provides advice and counsel on risk control practices and standard regulatory compliance to ensure high standards of corporate governance.

Subject to the provisions of the Companies Act, 2013 ("**Companies Act**") and the rules made under the Companies Act, and the articles of association of the Company, the Board is entitled to exercise all such powers, and to perform all such acts and things, as the Company is authorized to exercise and perform. However, the Board does not exercise any power or perform any such act or thing which is directed or required, whether by the Companies Act or any other law in force or by the Company's constitutional documents or otherwise, to be done by the Company's shareholders only in their general meeting. Further, the Board may constitute committees of directors and vests them with specific powers to carry out the Board's functions, subject to the Companies Act and the rules made under the Companies Act, as amended from time to time.

Our Parent holds 88.70% of our issued equity shares as at June 30, 2024 (88.70% of the voting rights).

As at the date of this Offering Memorandum, the Board comprised 10 members, consisting of two Executive Directors, two Non-Executive Non-Independent Directors, five Independent Directors and one Non-Executive Non-Independent and Nominee Director. Out of the total members, two are women directors: one Executive Chairperson and one Independent Director.

Name	Age	Position	Date Appointed
Ms Kiran Mazumdar-Shaw	71	Executive Chairperson	June 8, 2016
Mr Shreehas Pradeep Tambe	50	Chief Executive Officer and Managing Director	December 5, 2022
Dr Arun Suresh Chandavarkar	63	Non-Executive and Non-Independent Director	June 8, 2016
Mr Daniel Mark Bradbury	63	Independent Director	August 1, 2019
Mr Bobby Kanubhai Parikh	60	Independent Director	August 1, 2019
Prof Peter Baron Piot	75	Independent Director	January 21, 2021
Mr Rajiv Malik	63	Non-Executive, Non-Independent Director and Nominee of Mylan Inc. (Viatris)	November 29, 2022
Ms Nivruti Rai	57	Independent Director	August 1, 2019
Dr Thomas Jason Roberts	38	Non-Executive and Non-Independent Director	November 15, 2021
Mr Nicholas Robert Haggar	59	Independent Director	February 6, 2024

Experience and Expertise of our Board of Directors

Certain information on the business and working experience of our Directors is set out below:

Ms Kiran Mazumdar-Shaw, Executive Chairperson

Kiran Mazumdar-Shaw is a first-generation entrepreneur and global business leader with over four and a half decades of experience in biotechnology. Fuelled by her passion, she started her biotech journey in 1978 in India. Under her aegis, our Group delivers on the promise of making medicines accessible and affordable to patients worldwide.

She has been honored with prestigious awards such as the Padma Bhushan and Padma Shri, second and fourth highest civilian award of the republic of India, respectively, the Othmer Gold Medal, and the Kiel Institute's Global Economy Prize for Business. Her knighthood in the National Order of the French Legion of Honour and the Order of Australia are testaments to her international acclaim. Recently, she was recognized with the G20 Healthcare Commitment Awards, and named Outstanding Business Leader of the Year by CNBC-TV18 India Business Leader Awards. Ms Mazumdar-Shaw has also received the BRICS-CCI Lifetime Achievement Award - Entrepreneur of the Year. She featured on the EdelGive Hurun India Philanthropy List as one of the Most Generous Women Philanthropists. She is also a signatory of The Giving Pledge.

Ms Mazumdar-Shaw holds key positions in various industry, educational, government and professional bodies. She is an Independent Director at PureTech Health, a member of the MIT Corporation, and a trustee at the Memorial Sloan Kettering Cancer Center, all in the U.S. Her expertise is further recognized at the National Academy of Engineering (NAE), U.S., the France-India Foundation and the Centre for Social and Economic Progress (CSEP), where she contributes as a board member. She is also a Global Alumni Ambassador for Australia and a Business Ambassador for the state of Victoria, Australia.

In India, she holds directorship as a Non-Executive Director at Narayana Hrudayalaya Limited and an Independent Director at Trent Limited. She also an Executive Chairperson on the Board of Biocon Limited and a Non-Executive Chairperson on the Board of Syngene International Limited.

Ms Mazumdar-Shaw's influence extends into the arts as a Director at the Lincoln Center for the Performing Arts in the U.S., and into academia as a member of The Court of Regents at the Royal College of Surgeons of Edinburgh, UK. She also serves as the Honorary Consul General of Ireland in Bengaluru.

Mr Shreehas Pradeep Tambe, Chief Executive Officer and Managing Director

A Group veteran, Mr Tambe assumed the role of CEO and Managing Director in December 2022. He has a strong track record of business success, deep technical and operational expertise, and proven leadership capabilities. Prior to becoming the CEO and Managing Director, Mr Tambe was Deputy CEO from March 2021 and led end-to-end business operations, built and led large, global, cross-functional teams and steered us towards sustainable, profitable growth. Mr Tambe played an integral role in our historic acquisition of Viatris' global biosimilars business which transformed the organization into a leading global biosimilars player, he is committed to creating long-term value for all our stakeholders. He has been with our Group since 1997 and has held diverse leadership and operational roles across the value chain including stints in R&D and Operations, leading our Group's Capital Projects and Global Insulins Business Unit and serving as Chief Operating Officer of our Company. Over the past 27 years, he has helped build and shape our Company's biosimilars business and spearheaded our Group's strategic capital investments including its first overseas facility in Malaysia – Asia's largest integrated Insulins facility. Mr Tambe has also been instrumental in securing regulatory approvals and enabling the successful launch of eight biosimilar products in global markets such as the U.S., EU and Japan. Mr Tambe holds a Masters' degree in Bioprocess Technology from Institute of Chemical Technology,

University of Mumbai and has also studied Pharmaceutical Sciences & Technology at the University of Pune. He was conferred the Distinguished Alumnus Award (Professional) by his alma mater, the Institute of Chemical Technology, University of Mumbai, in 2020.

Dr Arun Suresh Chandavarkar, Non-Executive, Non-Independent Director

Dr Chandavarkar was the Managing Director of our Company from January 2021 to December 2022, and prior to that he was the CEO and Joint Managing Director of our Parent, from April 2014 to November 2019. He served as a part of the core team that led our Company's growth and strategy focused on improving access to high quality, affordable biopharmaceuticals and specialty medicines in chronic therapies such as diabetes, oncology and immunology. Under his leadership, our Company has made significant investments in cutting-edge R&D and efficient, compliant operations that translated into a unique and differentiated product portfolio straddling fermentation-derived complex generics, biosimilars and novel biologics, all aimed at a worldwide patient population. Dr Chandavarkar served as Chairperson of the National Committee on Biotechnology of the Confederation of Indian Industry for the year 2016-17 and has a bachelor's in technology in Chemical Engineering from the Indian Institute of Technology, Mumbai and a Ph.D. in Biochemical Engineering from the Massachusetts Institute of Technology, Cambridge, USA.

Mr Daniel Mark Bradbury, Independent Director

Mr Bradbury is a life sciences executive with over 38 years of experience in creating and implementing strategies and transforming businesses. He is currently the Executive Chairman, former CEO and Co-Founder of Equillium Inc., a company developing products to treat severe autoimmune and inflammatory disorders, as well as holding a number of other board directorships in pharmaceutical and life sciences companies including Castle Biosciences Inc., Sensuline LLC, Biolinq Inc., DelNova Inc., Prosciento Inc., Alume Biosciences, Inc. He is also a member of Board of Trustees at Keck Graduate Institute, U.S.. He received the Director of the Year Award from Corporate Directors Forum (2012) and Recipient of Director of the Year Lifetime Achievement Award from Corporate Directors Forum (2023) and was a finalist in EY's Entrepreneur of the Year (2012). He completed the International Executive Program, INSEAD, France and holds a Diploma in Management Studies from Harrow and Ealing Colleges of Higher Education, UK and a Bachelor of Pharmacy, from Nottingham University, UK.

Mr Bobby Kanubhai Parikh, Independent Director

Mr Parikh is a Chartered Accountant (Institute of Chartered Accountants of India) and has over 30 years of experience in advising private equity investors, banking groups, investment banks, brokerage houses, fund managers and other financial services intermediaries. He founded Bobby Parikh Associates and was co-founder of BMR Advisors. He has served as CEO of EY India and Country Managing Partner at Arthur Andersen. He has also been a member of several trade and business associations as well as sitting on the advisory or executive boards of private as well as listed Indian companies including Biocon Limited and Infosys Limited.

Prof Peter Baron Piot, Independent Director

Prof Piot is a director and Handa Professor of Global Health at the London School of Hygiene and Tropical Medicine (2010-2021) and a senior advisor to governments, foundations and corporations. He served as Under Secretary-General to the United Nations between 1995 and 2008 and has authored over 600 scientific publications and 16 books. He led pioneering research on HIV/AIDS and helped to bring it to the forefront of the world's agenda, as well as ensuring access to life saving antiretroviral medicines. He was part of the team that isolated the Ebola virus in Zaire in 1976. Among many other awards, in 2014 he was named as Time Person of the Year as one of the "The Ebola Fighters," Canada Gairdner Global Health Award (2015) and World Health Organization Lifetime Achievement Award (2023). Prof. Piot holds a Ph.D. in Microbiology from the University of Antwerp, Belgium and is a Senior Fellow in Infectious Diseases, University of Washington, U.S.

Mr Rajiv Malik, Non-Executive Non-Independent and Nominee Director of Viatris Inc.

Mr Malik has over 36 years of experience in the pharmaceutical industry and serves on the Board of Directors of Viatris Inc., where he was President from November 2020 until his retirement in April 2024. He has also served as President and Director of Mylan where he led the company's global commercial, scientific, operational and business development activities. He played a key role in integrating Mylan and Upjohn, formerly a division of Pfizer, to form Viatris. He has previously served as Chief Executive Officer of Matrix Laboratories Limited (now Mylan Laboratories Limited), Head of Global Development and Registrations for Sandoz GmbH and Head of Global Regulatory Affairs and Head of Pharma Research for Ranbaxy. He has a Master's in Pharmaceutical Technology from Punjab University, India.

Nivruti Rai, Independent Director

Ms Rai is a global leader with over 25 years of technical and business leadership experience in the U.S. and India. She has worked in a variety of roles across engineering, research, innovation and organizational management. She is currently the Managing Director & CEO, Invest India, the National Investment facilitation agency of the Government of India and Country Head of Intel India from 2016-2023. She was Head, worldwide Automotive Foundry business for Intel Foundry Service. She has been speaker at global forums, including the World Economic Forum (WEF), the Rekjavik Global Forum and also at academic institutions such as Tel Aviv University, Duke University and New York University. She holds an Executive MBA from Stanford Business School, U.S and a Master's in Industrial Engineering from Oregon State University, U.S.. She is recipient of the prestigious Nari Shakti Puraskar (Woman Power Award), the highest civilian award for women in India and listed among the Most Powerful Women list by Fortune India from 2018-2023.

Thomas Jason Roberts, Non-Independent Non-Executive Director

Mr. Roberts is a head and neck oncologist at Massachusetts General Hospital, Clinical Director of Oncology Services, Massachusetts General Brigham Healthcare at Home and Associate Director of Quality and Safety, MGH Cancer Centre and Instructor of Medicine, Harvard Medical School. He has received the American Society of Clinical Oncology Merit Award and Member of Gold Humanism Honor Society. He holds an M.D., Medicine from Stanford University School of Medicine, an MBA from Stanford Graduate School of Business, and a B.A. with High Distinction, University of Virginia 2009. He also holds the Oncology Fellowship at Dana-Farber Cancer Institute/Massachusetts General Hospital, Internal Medicine/Primary Care Residency at Massachusetts General Hospital.

Mr Nicholas Robert Haggar, Non-Executive and Independent Director

Mr Haggar is the CEO and founder of HealthQube Ltd and Board Member of Zentiva International. He has been Advisor – Insud, Formycon, Medicines for Europe, Advent International; CEO at Insud Pharma – Chemo, MabXience, Exeltis; Managing Director – Sandoz International GmbH; Co-Chair, Novartis Access to Medicines; Head Europe, – Ranbaxy International and VP, Hospital & Vaccines, Italy – GlaxoSmithKline. He also holds a number of senior and board positions in pharmaceutical and life sciences companies including Biocon Limited. He holds an MBA from Cranfield Institute, UK and a BSc in Industrial and Manufacturing Systems Engineering from the University of Hertfordshire.

Responsibilities of the Board of Directors

The Board's role, functions, responsibilities and accountability are stipulated under the Companies Act and the rules made thereunder, and in our constitutional documents. The Board provides effective leadership by engaging, enabling and encouraging the management to deliver on our vision, mission and values. The diverse and multidisciplinary group of knowledgeable and experienced professionals possess the relevant skills, expertise and competence to guide us through business-as-usual scenarios as well as in extraordinary times. Our directors serve as a source of advice and counsel in ensuring high levels of corporate governance through

risk control and regulatory compliance. They also act as mentors for the management in value creation and value enhancement, whilst upholding our firm commitment to ethics and values. In addition to its primary role of monitoring corporate performance, the functions of the Board include:

- providing overall direction with respect to our corporate philosophy and mission;
- review of strategic and business plans;
- reviewing and approving financial plans and budgets;
- monitoring corporate performance in light of strategic and business plans, including reviewing our results of operations on a regular basis;
- ensuring ethical behavior and compliance with laws and regulations;
- borrowing within the limits approved by the Shareholders of the Company;
- approving capital raising exercises;
- dividend recommendation; and
- making of loans and investments, mergers and acquisitions, joint ventures and collaborations.

Committees of the Board of Directors

The Board has constituted the Audit Committee, the Nomination and Remuneration Committee, the Risk Management Committee and the Corporate Social Responsibility ("**CSR**") and Environmental, Social and Governance ("**ESG**") Committee. Each committee is directed by its charter that outlines its scope, roles, responsibilities and powers. All decisions and recommendations of the committee are placed before the Board for its approval. Our Company's guidelines relating to Board meetings are also applicable to committee meetings as far as is practicable. Each committee has the authority to engage outside experts, advisors and counsels to the extent it considers appropriate to assist in its functions. Our Company Secretary acts as the Secretary to all Committees of the Board.

The Company has four board committees. Each committee is directed by its charter that outlines its scope, roles, responsibilities and powers. All decisions and recommendations of the committee are placed before the Board for its approval. Our Company's guidelines relating to Board meetings are also applicable to committee meetings as far as is practicable. Each committee has the authority to engage outside experts, advisors and counsels to the extent it considers appropriate to assist in its functions. Our Company Secretary acts as the secretary to all board committees, namely:

(a) Audit Committee

(b) Nomination and Remuneration Committee

(c) Corporate Social Responsibility and Environmental, Social and Governance Committee

(d) Risk Management Committee

Details of the board committees along with their terms of reference, composition, meetings held during the year and attendance thereto under review are provided in the Report on Corporate Governance Report of Biocon Biologics Integrated Report for Fiscal Year 2024.

Audit Committee

The Audit Committee comprises the following members:

Name	Designation	Category of Director
Mr Bobby Kanubhai Parikh	Chairperson	Independent Director
Dr Arun Suresh Chandavarkar	Member	Non-Executive, Non-Independent Director
Mr Daniel Mark Bradbury	Member	Independent Director
Mr Nicholas Robert Haggar	Member	Independent Director

Nomination and Remuneration Committee

The Nomination and Remuneration Committee comprises the following members:

Name	Designation	Category of Director
Ms Nivruti Rai	Chairperson	Independent Director
Mr Daniel Mark Bradbury	Member	Independent Director
Mr Peter Baron Piot	Member	Independent Director
Mr Thomas Jason Roberts	Member	Non-Executive, Non-Independent Director

Risk Management Committee

The Risk Management Committee comprises the following members:

Name	Designation	Category of Director
Mr Bobby Kanubhai Parikh	Chairperson	Independent Director
Mr Shreehas Pradeep Tambe	Member	CEO and Managing Director
Dr Arun Suresh Chandavarkar	Member	Non-Executive, Non-Independent Director
Mr Daniel Mark Bradbury	Member	Independent Director
Mr Peter Baron Piot	Member	Independent Director
Mr Thomas Jason Roberts	Member	Non-Executive, Non-Independent Director
Mr Nicholas Robert Haggar	Member	Independent Director

Corporate Social Responsibility and Environmental, Social and Governance Committee

The Corporate Social Responsibility and Environmental, Social and Governance Committee comprises the following members:

Name	Designation	Category of Director
Mr Peter Baron Piot	Chairperson	Independent Director

Ms Kiran Mazumdar-Shaw	Member	Executive Chairperson
Mr Shreehas Pradeep Tambe	Member	CEO and Managing Director
Ms Nivruti Rai	Member	Independent Director
Mr Thomas Jason Roberts	Member	Non-Executive, Non-Independent Director

Executive Officers

As at the date of this Offering Memorandum, our Executive Leadership Team consists of the following members who have diverse backgrounds and global experience:

Name	Age	Designation	Nationality	Qualification	Total Experience (in years)	Previous Employment
Mr Shreehas Pradeep Tambe	50	Chief Executive Officer and Managing Director	Indian	M. Tech	27	Biocon Limited
Mr Kedar Upadhye	47	Chief Financial Officer	Indian	PGDM	22	ReNew Power
Ms Rhonda Duffy	60	Chief Operating Officer	Irish	Ph. D	30	Leo Pharma
Mr Matthew Erick	57	Chief Commercial Officer – Advanced Markets	American	B. Pharma & Biology	30	MedVet
Mr Susheel Umesh	57	Chief Commercial Officer – Emerging Markets	Indian	MBA	33	Panacea Biotec Pharma Ltd
Dr Sandeep Athalye	51	Chief Development Officer	Indian	MS	27	Boehringer Ingelheim
Mr Naveen Narayanan	52	Global Head – Human Resources	Indian	MBA	28	Kpisoft Pvt Limited
Mr Ganesh Reddy	56	Global Head – Manufacturing	Indian	M. Sc	34	Dr Reddy's Laboratories
Mr Kiran Kumar Gandhirajan	46	Global Head – Procurement and External Manufacturing	Indian	B.SC	34	Biocon Limited
Mr Dwight D. Hanshew, Jr.	58	Chief Quality Officer	American	MS & MBA	30	Cipla USA
Dr Anuj Goel	59	Global Head – R&D - CMC	Indian	Ph. D	29	Biocon Limited
Ms Seema Ahuja	58	Global Head – Corporate Brand & Head of Communications – EMs	Indian	B.A.	36	Jubilant Life Sciences
Ms Stephanie Wasco	52	Head of Communications – Advanced Markets	American	- English Honors	25	The Jackson Laboratory
Mr Stephen J. Fecho, Jr.	49	Global Head – Supply Chain Management	American	MBA	25-	Alvogen Pharmaceuticals

Name	Age	Designation	Nationality	Qualification	Total Experience (in years)	Previous Employment
Mr David Gibson	46	Global Head – Business Development	Irish	Bioreaction Engineering and Genetics	24	GSK
Mr Akhilesh Nand	52	Global Head – Governance, Risk and Compliance and Company Secretary	Indian	LL. B	26	Sun Pharmaceuticals Limited
Dr Mandar Ghatnekar	50	Global Head – IT & Digital Transformation	Indian	Ph. D	23	Accenture
Dr Uwe Gudat	64	Chief Medical Officer	Swiss	M. D.	30	Aretaeus Sarl
Ms Arlene Wolny	59	Global Head – Regulatory Affairs	American	Ph. D & MBA	15	Novartis Pharma
Ms Kathleen Blanchard	61	General Counsel	American	J.D.	39	Novartis Pharma

PRINCIPAL SHAREHOLDERS

As of June 30, 2024, the issued share capital of our Company consisted of (i) 1,321,724,958 ordinary shares of ₹10 par value each, (ii) 205,420,000 non-convertible redeemable preference shares ("**NCRPS**") of ₹10 par value each and (iii) 231,163,944 compulsorily convertible preference shares ("**CCPS**") of ₹10 par value. All ordinary shares are entitled to identical economic and voting rights. The CCPS and Convertible Debentures have conversion rights that could result in the equity shareholding of ordinary shareholders being diluted.

The following table sets forth information regarding details of shareholders holding more than 5% shares in the Company as at June 30, 2024:

Name	No.	%(
Equity shares of ₹10 each fully paid		
Biocon Limited (including shares held through nominees and its subsidiaries)	1,172,399,798	88.70
Serum Institute of Life Sciences Private Limited	78,902,725	5.97
NCRPS of ₹10 each fully paid		
Biocon Limited	205,420,000	100.00
CCPS of ₹10 each fully paid		
Mylan Inc	231,163,944	100.00

RELATED PARTY TRANSACTIONS

In the course of our ordinary business activities, we may from time to time enter into agreements with or render services to related parties. In turn, such related parties may render services or deliver goods to us as part of their business. Purchase and supply agreements between subsidiaries and affiliated companies and with associated companies or shareholders of such associated companies are entered into from time to time within the ordinary course of business.

We believe that all transactions with affiliated companies are negotiated and conducted on a basis equivalent to those that would have been achievable on an arm's-length basis, and that the terms of these transactions are comparable to those currently contracted with unrelated third-party suppliers, manufacturers and service providers.

For details of our related party transactions as at and for the years ended March 31, 2022, 2023 and 2024, and as at for the three months ended June 30, 2023, and June 30, 2024, as per the requirements under Ind AS 24 "Related party disclosures" notified under Section 133 of the Companies Act, 2013 read with Companies (Indian Accounting Standard) Rules 2015, as amended and as reported, see our financial statements included elsewhere in this Offering Memorandum.

DESCRIPTION OF MATERIAL INDEBTEDNESS

The following summary of certain provisions of our loan facilities and other indebtedness does not purport to be complete and is subject to, and qualified in its entirety by reference to, the underlying credit agreements and other documentation. Further, this summary relates primarily to bank debt. See "Management's Discussion and Analysis of Financial Condition And Results Of Operations—Contractual Obligations, Commitments and Contingent Liabilities" for breakdown of other indebtedness.

The following table sets forth our borrowings, including current maturities of long-term debt and excluding corporate guarantees as at June 30, 2024.

	As at June 30, 2024
	(In ₹ millions)
Current borrowings	32,791
Non-current borrowings	112,658
Total	**145,449**

The following table sets forth our Indian Rupees and non-Indian Rupees borrowings by entity as at June 30, 2024:

	As at June 30, 2024	
	Sanctioned Amount	**Total Principal Outstanding**
Biocon Biologics Limited		
Non-Indian Rupee Borrowings	*in U.S.$ millions*	
Term loan facility with MUFG	75	56
Unsecured working capital facility with Standard Chartered Bank	20	12
Indian Rupee Borrowings	*in ₹ millions (unless otherwise specified)*	
Working capital facility with HDFC	5,000	2,870
Working capital facility with State Bank of India	3,000	1,600 and U.S.$16 million
Working capital facility with MUFG	2,000	U.S.$22 million
Working capital facility with Mizuho	2,000	2,000
Working capital facility with Kotak Mahindra Bank	2,000	U.S.$23 million
Working capital facility with IDBI	150	-
Working capital facility with HSBC	30	-
Short-term loan facility with State Bank of India	2,500	2,500

	As at June 30, 2024	
	Sanctioned Amount	**Total Principal Outstanding**
Short-term loan facility with Mizuho	2,500	2,500
Term loan facility with HSBC	3,500	1,750
Term loan facility with Federal Bank	3,000	2,950
Corporate credit card facility with HSBC.....	100	-
Biocon Biologics UK Limited		
Non-Indian Rupee Borrowings	*in U.S.$ millions*	
Single currency non-fund-based facility with HSBC.....	30	-
Term loan facility with HSBC	75	59
Term loan facility with HDFC	25	21
Biosimilars Newco Limited		
Non-Indian Rupee Borrowings	*in U.S.$ millions*	
BBL Credit Facility Agreement	1,200	950
Single currency overdraft facility with HSBC.....	10	-
Biosimilar Collaborations Ireland Limited		
Non-Indian Rupee Borrowings	*in U.S.$ millions*	
Single currency overdraft facility with HSBC.....	10	9
Biocon SDN. BHD.		
Non-Indian Rupee Borrowings	*in U.S.$ millions*	
Overdraft facility with Standard Chartered Bank	10	6
Working capital facility with Standard Chartered Bank.....	35	33

Non-Indian Borrowings

Our Company has, from time to time, entered into external commercial borrowing agreements. Details of these agreements are as follows.

The New Facility

On September 23, 2024, we signed a commitment letter appending the heads of terms in relation to a new facility of up to U.S.$500 million (the "**New Facility**") with The Hongkong and Shanghai Banking Corporation Limited and Mizuho Bank, Ltd. BNCL is the borrower under the New Facility and it would be guaranteed by the Issuer, the Parent Guarantor, BCIL, BUK and BSDN. The New Facility would be secured by a pledge over 100% of the shares of BSDN and a charge over the movable fixed assets of BSDN, as well as a charge over the movable fixed assets of the Parent Guarantor if certain conditions are not met.

Under the terms of the New Facility, the Group is required to ensure that the aggregate amount of the New Facility and the Notes does not exceed U.S.$1.12 billion and that the aggregate amount of gross Group debt

does not exceed U.S.$1.7 billion. The New Facility is provided for a term of five years unless the Notes matures prior (with an average life of approximately 4.04 years) and at a base margin of 1.75% per annum. The Group is also required to comply with the leverage ratio, the fixed charge cover ratio and the requirement to maintain gearing of 1.25x at the Parent Guarantor level.

As of the date of this Offering Memorandum, the Facility Agreement has not been signed. The Group intends to drawdown on the New Facility on or prior to April 15, 2025, to refinance existing indebtedness (including the BBL Credit Facility Agreement), finance or refinance capital expenditure under the Parent Guarantor's Malaysia facility and for other general corporate purposes.

U.S.$75 million term loan facility agreement between us and MUFG

On April 16, 2018, we entered into an external commercial borrowing term loan facility with MUFG Bank, Ltd. for a facility in the principal sum of up to U.S.$75 million. As of June 30, 2024, U.S.$56 million is outstanding under the facility.

Repayments and Prepayments

We are obligated to pay the loan in instalments by repaying on each date set out below an amount which reduces the percentage of the outstanding aggregate loans by the percentage set out below:

- End of six years from the date of the agreement – 25% of loan amount;
- End of seven years from the date of the agreement – 35% of loan amount;
- End of eight years from the date of the agreement – 40% of the loan amount.

In addition to voluntary prepayments and cancelation, the agreement may require mandatory prepayment in full in certain circumstances, including upon the occurrence of:

(a) a change of control; and

(b) any Material Adverse Effect (as defined in the agreement) or an event which is likely to result in a Material Adverse Effect.

Interest

The rate of interest for an interest period is the percentage rate per annum which is the aggregate of the applicable margin (ranging from 1.0% to 1.26161%) and an applicable reference rate.

Security

The facility is secured by all of Biocon Biologics Limited's movable fixed assets, including current and future assets. Biocon Biologics Limited is required to ensure that its secured assets are at all times sufficient to secure at least 1.1 times of the facility granted and outstanding.

In the event that any transaction security has been released or any security sharing agreement in respect of any assets which are the subject of the security of the BBL Credit Facility Agreement has been entered into, the Parent shall ensure that the aggregate market value of the charged properties exceeds, at all times, an agreed security cap.

U.S.$1,200 million syndicated loan facility of Biocon Biologics UK Limited

On July 25, 2024, Biocon Biologics UK Limited ("**Biocon UK**") and us, as parent, entered into a supplemental deed, which amended and restated the facility agreement originally dated November 20, 2022, entered into with The Hongkong and Shanghai Banking Corporation Limited, MUFG Bank, Ltd., Standard Chartered Bank, as mandated lead arrangers, underwriters and bookrunners (the "**BBL Credit Facility Agreement**").

Subject to the terms of the BBL Credit Facility Agreement, the lenders had made available to Biocon UK a total commitment of U.S.$1,200 million for the purpose of the Viatris Acquisition. On November 29, 2022, pursuant to the terms and conditions of the BBL Credit Facility Agreement and a debt novation notice, the rights and obligations of Biocon UK under the facility were transferred to Biosimilars Newco Limited.

As of June 30, 2024, U.S.$950 million was outstanding under the facility.

Repayments and Prepayments

Biosimilars Newco Limited shall repay the loan in instalments by repaying on each Repayment Date such amount which reduces the amount of the outstanding loan by an amount equal to the relevant percentage of the loan as set out in the BBL Credit Facility Agreement. As of June 30, 2024, Biosimilars Newco Limited will repay the sum of U.S.$238 million, U.S.$317 million and U.S.$395 million in fiscal years 2026, 2027 and 2028, respectively.

In addition to voluntary prepayments and cancelation, the BBL Credit Facility Agreement requires mandatory prepayment in full in certain circumstances, including upon the occurrence of:

(a) a change of control;

(b) the sale of all or substantially all of the assets or businesses of the Group (as defined in the BBL Credit Facility Agreement) to persons who are not members of the Group whether in a single transaction or a series of related transactions; or

(c) the purchase, redemption or discharge of any GS OCD or Debenture Instrument (each as defined in the BBL Credit Facility Agreement) other than as permitted under the BBL Credit Facility Agreement.

Interest

The rate of interest on the loan for each interest period is the percentage rate per annum which is the aggregate of the applicable margin and Term SOFR rate.

Security

The BBL Credit Facility Agreement is secured by the following security:

(a) share mortgage in respect of the share capital of, and shareholder loans made to, Biosimilars Newco Limited;

(b) share charge in respect of the entire share capital of, and shareholder loans made to, Biosimilar Collaborations Ireland Limited;

(c) security agreement in respect of substantially all the assets of Biosimilars Newco Limited (with a carve-out for inventory and receivables);

(d) security agreement in respect of substantially all the assets of Biosimilar Collaborations Ireland Limited (with a carve-out for inventory and receivables);

(e) deed of hypothecation for creation of security over certain fixed movable assets of the Parent, as amended and restated by an amendment and restatement deed for creation of security over the rights and receivables of the Parent in respect of the equity support undertaking, and certain bank accounts of the Parent held with the account bank in which such receivables will be received; and

(f) security deed in respect of certain fixed moveable assets of Biocon Malaysia.

In the event that any transaction security has been released or any security sharing agreement in respect of any assets which are the subject of the security of the BBL Credit Facility Agreement has been entered into, the

Parent shall ensure that the aggregate market value of the charged properties exceeds, at all times, an agreed security cap.

Guarantee

The BBL Credit Facility Agreement is guaranteed by the Parent, Biosimilar Collaborations Ireland Limited, Biocon Sdn. Bhd. and Biocon Biologics UK Limited.

Our subsidiaries

Our subsidiaries have similarly entered into external commercial borrowing agreements and a summary of the material agreements they have entered into is set out below.

Biocon Biologics UK Limited

U.S.$30 million single currency facility with HSBC

On February 19, 2024, HSBC Continental Europe issued a single currency non-fund-based facility with a U.S.$30 million limit to Biocon Biologics UK Limited for the purposes of issuing bank guarantees in the Europe Union.

Repayments and Prepayments

HSBC has sole discretion whether to allow a utilization and can demand repayment of all sums due to it at any time.

Interest and fees

Interest and fees on the facility are indicated in the facility letter and is subject to a range of 0.50% per annum to 1.70% per annum, depending on the tenor and nature of the facility request.

Security

The facility is unsecured.

Guarantee

The facility is unguaranteed.

U.S.$75 million single currency facility with HSBC

On December 31, 2021, The Hongkong and Shanghai Banking Corporation Limited issued a single currency term loan facility with a U.S.$75 million limit to Biocon Biologics UK Limited. As of June 30, 2024, Biocon Biologics UK Limited had U.S.$59 million outstanding under the facility.

Repayments and Prepayments

Biocon Biologics UK Limited shall repay each loan on the termination date of the loan. It may voluntarily prepay the whole or any part of any loan (but if in part, being an amount that reduces the amount of loan by a minimum of U.S.$5 million and being an integral multiple of U.S.$5 million).

Interest and fees

The rate of interest on the loan for each interest period is the percentage rate per annum which is the aggregate of the applicable margin and Term SOFR rate.

Security

The facility is by a fixed and floating charge over the plant and machineries of BSDN.

Guarantee

The facility is unguaranteed.

U.S.$25 million term loan agreement with HDFC Bank

On December 29, 2021, HDFC Bank made available a U.S.$25 million term loan to Biocon Biologics UK Limited. As of June 30, 2024, Biocon Biologics UK Limited had U.S.$21 million outstanding under the loan.

Repayments and Prepayments

The loan is repayable in the following installments: U.S.$8 million in December 2024, U.S.$9 million in December 2025 and the balance in December 2026. It may voluntarily prepay the whole or any part of any loan on a specified date every month without any penalty.

Interest and fees

The rate of interest on the loan annually is the aggregate of the 3-month LIBOR rate and 1.25%, subject to such changes as may be agreed by Biocon Biologics UK Limited and HDFC Bank.

Security

The loan is unsecured.

Guarantee

The facility is unguaranteed.

Biosimilars Newco Limited

U.S.$10 million single currency overdraft facility with HSBC

On October 30, 2023, HSBC Bank plc issued a single currency overdraft facility with a U.S.$10 million limit to Biosimilars Newco Limited. As of June 30, 2024, Biosimilars Newco Limited had not drawn down under the facility.

Repayments and Prepayments

HSBC has sole discretion whether to allow a utilization and can demand repayment of all sums due to it at any time.

Interest

Interest on the facility is payable on any debit balance on Biosimilars Newco Limited’s Authorised Account (as defined in the facility) at the rate of 1% per annum over the applicable reference rate for the currency of the Authorised Account.

Security

The facility is unsecured.

Guarantee

The facility is unguaranteed.

Biosimilar Collaborations Ireland Limited

U.S.$10 million single currency overdraft facility with HSBC

On October 4, 2023, HSBC Continental Europe, acting through its Irish branch, issued a single currency overdraft facility with a U.S.$10 million limit to Biosimilar Collaborations Ireland Limited. As of June 30, 2024, Biosimilar Collaborations Ireland Limited had U.S.$9 million outstanding under the facility.

Repayments and Prepayments

Biosimilar Collaborations Ireland Limited repays the facility along with any interest on the 15th of every month, and if that day is not a Business Day (as defined in the facility), on the nearest Business Day which precedes it. The facility must remain undrawn for one Business Day after the Repayment Date, after which period it is available for utilization again.

Interest

Interest is payable on any amount drawn in excess of the limit of the facility at the rate of 4% per annum over the Reference Rate (as defined in the facility).

Security

The facility is unsecured.

Guarantee

The facility is unguaranteed.

Indemnity

Biosimilar Collaborations Ireland Limited has agreed to indemnify HSBC Continental Europe, acting through its Irish branch within five Business Days of demand against any and all claims, losses, costs and expenses arising directly from, among other matters, the enforcement of or the preservation of any rights under the facility.

Biocon Sdn. Bhd.

U.S.$10 million overdraft facility from Standard Chartered Bank Malaysia Berhad

Standard Chartered Bank Malaysia Berhad ("**StandChart Malaysia**") made available the U.S.$10 million multi-line facilities (including overdraft facility) pursuant to a facility letter dated 27 May 2020 and supplemental facility letter dated 16 October 2023 (collectively, the "**Facility Letters**"). As of June 30, 2024, BSDN had U.S.$6 million outstanding under the facility.

Repayments and Prepayments

BSDN shall repay all amounts due in accordance with the Facility Letters. StandChart Malaysia may, at its sole discretion, at any time, on written notice to BSDN, demand repayment/payment of any amount outstanding or otherwise due under or in relation to any facility (whether principal, interest or other sum), whereupon BSDN must, within two Banking Days, pay the relevant amount to StandChart Malaysia.

Interest and fees

Interest, fees and commission on the facilities are as indicated in the Facility Letters. The interest rate on the overdraft is 0.5% per annum over Base Lending Rate, pursuant to the Supplemental Facility Letter dated 16 October 2023.

Security

The existing General Debenture dated 25 October 2017 and made between BSDN and StandChart Malaysia in respect of the assets of BSDN.

Guarantee

The facility is guaranteed by BBUK and Biocon Limited pursuant to a guarantee provided by BBUK dated August 11, 2020 and a guarantee provided by Biocon Limited dated April 9, 2021.

Restrictions

Prior written consent is required from StandChart Malaysia for BSDN to provide any guarantee or security.

U.S.$35 million multi-line facility from Standard Chartered Bank Malaysia Berhad

StandChart Malaysia made available the U.S.$35 million multi-line facilities (including overdraft facility) pursuant to the Facility Letters. As of June 30, 2024, BSDN had U.S.$33 million outstanding under the facility.

Repayments and Prepayments

BSDN shall repay all amounts due in accordance with the Facility Letter issued by StandChart Malaysia. StandChart Malaysia may, at its sole discretion, at any time, on written notice to BSDN, demand repayment/payment of any amount outstanding or otherwise due under or in relation to any facility (whether principal, interest or other sum), whereupon BSDN must, within two (2) Banking Days, pay the relevant amount to StandChart Malaysia.

Interest and fees

Interest, fees and commission on the facilities are as indicated in the Facility Letters. The interest rate on the overdraft is 0.5% per annum over Base Lending Rate, pursuant to the Supplemental Facility Letter dated 16 October 2023.

Security

The existing General Debenture dated 25 October 2017 and made between BSDN and StandChart Malaysia in respect of the assets of BSDN.

Guarantee

The facility is unguaranteed.

Restrictions

Prior written consent is required from StandChart Malaysia for BSDN to provide any guarantee or security.

Indian Borrowings

Our Company has also, from time to time, availed of working capital and term loan facilities from banks and financial institutions. These include:

- INR 3,500 million secured term loan facility from The Hongkong Shanghai Banking Corporation Limited. Of this amount, INR 1,750 million was repayable in June 2024 and the balance in June 2025. As of June 30, 2024, INR 1,750 million was outstanding under the facility.
- U.S.$20 million unsecured working capital facilities (consisting of, *inter alia*, a short-term loan facility, bond and guarantees facility, shipping guarantees facility, overdraft facilities and pre-shipment facility) from Standard Chartered Bank. As of June 30, 2024, U.S.$12 million was outstanding under the facility.
- INR 3,000 million unsecured term loan facility from Federal Bank Limited. Of this amount, INR 250 million is repayable in February 2026 and the balance in five quarterly installments of INR 550 million each until May 2027. As of June 30, 2024, INR 2,950 million was outstanding under the facility.
- INR 2,500 million unsecured short term loan facility from State Bank of India. As of June 30, 2024, INR 2,500 million was outstanding under the facility.
- INR 2,500 million short-term loan facility from Mizuho Bank, Ltd. As of June 30, 2024, INR 2,500 million was outstanding under the facility.

- INR 5,000 million unsecured working capital facility from HDFC Bank Limited. As of June 30, 2024, INR 2,870 million was outstanding under the facility.
- INR 3,000 million unsecured working capital facility from State Bank of India. As of June 30, 2024, INR 1,600 million and U.S.$16 million was outstanding under the facility.
- INR 2,000 million unsecured working capital facility from MUFG Bank, Ltd. As of June 30, 2024, U.S.$22 million was outstanding under the facility.
- INR 2,000 million unsecured working capital facility from Mizuho Bank, Ltd. As of June 30, 2024, INR 2,000 million was outstanding under the facility.
- INR 2,000 million unsecured working capital facility from Kotak Mahindra Bank. As of June 30, 2024, U.S.$ 23 million was outstanding under the facility.
- INR 150 million unsecured working capital facility from IDBI Bank Limited. As of June 30, 2024, we had not drawn down under the facility.
- INR 30 million unsecured working capital facility from The Hongkong Shanghai Banking Corporation Limited. As of June 30, 2024, we had not drawn down under the facility.
- INR 100 million unsecured corporate card facility from The Hongkong Shanghai Banking Corporation Limited. As of June 30, 2024, we had not drawn down under the facility.

The Rupee denominated borrowing arrangements entered into by the Company typically include covenants customary for facilities of this nature. Set out below are certain principal terms and conditions agreed to between the parties in relation to the said Rupee term loans/working capital facilities, which are indicative in nature and subject to usual and business specific carve-outs and thresholds, and there may be additional terms, conditions and requirements under the various borrowing arrangements entered into by the Company:

1. Interest: The interest rate is mutually agreed between the parties and typically paid on a monthly basis, with the interest rate ranging from 6% per annum to 8% per annum. The interest rate for the working capital facilities is a floating rate.

2. Purpose: The purposes for which the loans are availed include, *inter alia*, capital expenditure (including import of raw materials, meeting research and development, lab consumables and other operational expenditure), meeting working capital and short-term financial requirements of the Company, and general corporate purposes.

3. Tenor: The tenor of the facilities availed is typically between six months to five years and the facilities are required to either be repaid on demand or in a bullet installment at the end of the tenor of the facility or in structured quarterly installments.

4. Security and Guarantees: The Rupee denominated working capital and term loan facilities availed by the Company are unsecured, save and except for the term loan facility of INR 3,500,000,000 availed by the Company from Hong Kong Shanghai Bank Corporation Limited, which has been secured by a first *pari passu* charge over the movable fixed assets of the Company with a fixed asset coverage ratio of 1.1x. A letter of comfort from Biocon Limited and a demand promissory note by the Company has also been provided to Hong Kong Shanghai Bank Corporation Limited in relation to the aforesaid term loan facility.

5. Negative Covenants: There are certain negative covenants incorporated as part of the term loan financing arrangements, which may require obtaining lenders' prior consent for the Company to *inter alia*:

(a) effect any change in the capital structure of the Company which reduces the shareholding of Biocon Limited in the Company below 51% or formulating any scheme of amalgamation or reconstruction, where the shareholding of Biocon Limited in the Company falls below 51%;

(b) undertake any amalgamation, merger, demerger, acquisition or corporate reconstruction or acquisition of fixed assets;

(c) change in principle business, legal existence, or directorship and any amendment to constitutional documents so as to limit the right of the lenders;

(d) undertaking guarantee obligations on behalf of any third party or any other company, other than any normal trade guarantees granted to contractors or suppliers in the ordinary course of business;

(e) declare any dividend except when paid in compliance with stipulated conditions; and

(f) implement any scheme of expansion / diversification / modernization other than incurring routine capital expenditure.

There are also certain negative covenants incorporated as part of the working capital financing arrangements, which may require obtaining lenders' prior consent for the Company to *inter alia*:

(g) undertake any new project, or scheme of expansion or acquisition of fixed assets or implement any scheme of expansion / diversification / modernization other than incurring routine capital expenditure;

(h) effect any change in the capital structure of the Company which reduces the shareholding of Biocon Limited in the Company below 51% or formulating any scheme of amalgamation or reconstruction;

(i) sale, transfer or disposal of all or any part of its assets, other than in the ordinary course of trading or in the case of a disposal, for exchange of other assets of comparable or superior type or value;

(j) undertaking guarantee obligations on behalf of any third party or any other company, other than any normal trade guarantees granted to contractors or suppliers in the ordinary course of business;

(k) divert the borrowings to make inter-corporate deposits or investments in debentures, stocks and shares;

(l) declare any dividend except when paid in compliance with stipulated conditions;

(m) undertake any amalgamation, merger, demerger, acquisition or corporate reconstruction; and

(n) change in principle business, or directorship.

6. Events of Default: The events set out below, *inter alia*, typically constitute events of default as per the terms of the borrowing arrangements entered into by the Company:

(a) default in performance of obligations, payment of principal amounts, interest or any other amounts payable or a cross default, including a default by any subsidiary company of the Company in repayment of the credit facilities availed or to be availed;

(b) enforcement of execution or distress against, or sale or disposal of, any property or assets of the Company or a receiver being appointed or the Company makes compromises with its creditors or commencement of winding-up, bankruptcy or insolvency proceedings;

(c) change in the ownership, nature of business, shareholding pattern and management of the Company, cessation of business or operations or occurrence of events which have a material adverse effect; and

(d) utilization of the loan amounts for purposes other than as agreed.

Occurrence of an event of default during the tenor may result in, inter alia, forthwith suspension, termination or cancelation of the facility/loan, acceleration of the facility and declaration of all unpaid amounts including principal, interest and other obligations as forthwith due and payable.

7. Prepayment: Voluntary prepayment is allowed, together with payment of interest and all moneys payable, upon payment of prepayment premium and break costs (if applicable), subject to certain agreed exceptions. The Company may also be required to mandatorily prepay the facility, in whole or in part, upon the happening of events as stipulated in an agreed form.

8. Default/Penal Interest: Default/failure in payment of any installment of the principal amount, interest or other moneys, non-compliance with the terms of the facility documents or occurrence of any other agreed events may require payment of an additional interest over and above the applicable interest rate.

9. Other Covenants: Set out below are a few additional material covenants, forming part of financing arrangements:

(a) the Company is required to keep Kotak Mahindra Bank informed of any circumstances adversely affecting the operations or financial condition of the Company or its group companies, associate concerns or subsidiaries; and

(b) while the amounts under the working capital facilities availed from Standard Chartered Bank are outstanding, if the Company proposes to engage any person to provide, *inter alia*: (i) currency, commodity price or interest rate hedging, transaction banking products and services, custodial services, fund administration and escrow services; (ii) any refinancing or replacement of the facilities availed; and (iii) any other similar transactions in the financial markets; the Company is required to first consult Standard Chartered Bank.

DESCRIPTION OF THE NOTES

You can find the definitions of certain terms used in this description under the sub-heading "*Certain Definitions*." In this description, the term "**Parent Guarantor**" refers only to Biocon Biologics Limited and not to any of its Subsidiaries, and the term "**Issuer**" refers only to Biocon Biologics Global plc, a wholly-owned subsidiary of the Parent Guarantor, and any successor obligor to the Notes.

The Issuer will issue the Notes pursuant to an indenture (as may be amended or supplemented from time to time, the "**Indenture**") to be dated as of October 9, 2024 among itself, the Parent Guarantor, the Subsidiary Guarantors (as defined below), Citicorp International Limited, as trustee (the "**Trustee**") and Citicorp International Limited, as collateral agent (the "**Collateral Agent**"), in a private transaction that is not subject to the registration requirements of the U.S. Securities Act of 1933, as amended (the "**Securities Act**"). The Notes will be guaranteed on a senior basis by the Guarantors (as defined below) as per the terms of the Indenture. The total principal amount of the Notes will be U.S.$800,000,000. Holders of Notes are not and will not be entitled to any registration rights. See "*Transfer Restrictions*." The Collateral Documents referred to below under the caption "*—Security*" will define the terms of the agreements that will secure the Notes.

The following description is a summary of the material provisions of the Indenture, the Notes, the Guarantees, the Collateral Documents, the Collateral and the Intercreditor Agreement. This summary does not purport to be complete and is qualified in its entirety by reference to all the provisions of the Indenture, the Notes, the Guarantees, the Collateral Documents and the Intercreditor Agreement. It does not restate those agreements in their entirety. We urge you to read the Indenture and the Intercreditor Agreement and, once executed, each of the Collateral Documents, because they, and not this description, define your rights as holders of the Notes. Copies of the Indenture and the Intercreditor Agreement and, once executed, each of the Collateral Documents, are available as set forth below under "*—Additional Information*."

Certain defined terms used in this description but not defined below under "*—Certain Definitions*" have the meanings assigned to them in the Indenture and/or the Collateral Documents.

The registered holder of a Note (the "**Holder**") will be treated as the owner of it for all purposes. Only Holders will have rights under the Indenture.

Brief Description of the Notes

The Notes will:

- be general obligations of the Issuer;
- be senior in right of payment to any existing and future obligations of the Issuer expressly subordinated in right of payment to the Notes;
- rank at least *pari passu* in right of payment with all unsecured and unsubordinated indebtedness of the Issuer (subject to any priority rights of such unsecured unsubordinated indebtedness pursuant to applicable law);
- be secured by first priority liens on the Collateral (subject to Permitted Liens) as further described under "*—Security*";
- be guaranteed by the Guarantors on an unsubordinated basis; and
- be effectively subordinated to all existing and future obligations of subsidiaries of the Parent Guarantor which are Non-Guarantor Subsidiaries (as defined below) and all secured indebtedness of the Issuer to

the extent of the value of the assets securing such indebtedness (other than the Collateral, to the extent applicable).

Principal, Maturity and Interest

The Issuer will issue U.S.$800,000,000 in aggregate principal amount of Notes in this offering. The Issuer will issue the Notes in denominations of U.S.$200,000 and integral multiples of U.S.$1,000 in excess thereof. The Notes will mature on October 9, 2029.

Interest on the Notes will accrue at the rate of 6.67% per annum and will be payable semi-annually in arrears on April 9 and October 9 each year, commencing on April 9, 2025. The Issuer will make each interest payment to the Holders of record on the immediately preceding March 25 and September 24.

Interest on the Notes will accrue from the date on which interest was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Additional Notes

The Issuer may issue additional Notes (the "**Additional Notes**") from time to time under the Indenture. The Indenture provides for the issuance of Additional Notes having identical terms and conditions to the Notes offered hereby (except for the issue date, the issue price, the first payment date of interest on them, the first date on which interest will accrue and, to the extent necessary, certain temporary securities law transfer restrictions), subject to compliance with the covenants contained in the Indenture and any government regulatory approvals required with respect to the Parent Guarantee. Additional Notes will be part of the same issue as the Notes offered hereby under the Indenture for all purposes, including waivers, amendments, redemptions and offers to purchase; *provided* that any Additional Notes will not be issued with the same CUSIP number as the Notes offered hereby unless such Additional Notes are issued with less than de minimis amount of original issue discount for U.S. federal income tax purposes or are otherwise fungible with the Notes offered hereby for U.S. federal income tax purposes.

Payments

Principal of, and premium, if any, and interest on the Notes will be payable by wire transfer in U.S. dollars by the Issuer at the office or agency of the Issuer maintained for such purpose (along with any other paying agent maintained by the Issuer, the "**Paying Agent**") or, if the Notes are definitive form and the Issuer acts as its own paying agent, at the option of the Issuer, payment of interest, if any, may be made by check mailed to the Holders at their respective addresses set forth in the register of Holders or by wire transfer of immediately available funds to the accounts specified by the Holders; *provided* that all payments of principal, premium, if any, and interest with respect to Notes represented by one or more global notes registered in the name of or held by the DTC or its nominee will be made by wire transfer of immediately available funds in accordance with the applicable procedures of DTC. Until otherwise designated by the Issuer, the Issuer's office or agency maintained for such purpose will be the specified office of the Paying Agent. In any case in which the date of payment is not a Business Day, then the payment need not be made on such date but may be made on the next succeeding Business Day.

Paying Agent, Transfer Agent and Registrar

Citibank N.A., London Branch, will initially act as Paying Agent and Citibank N.A., London Branch will initially act as Transfer Agent and as Registrar. The Issuer may change the Paying Agent, Transfer Agent or

Registrar without prior notice to the Holders, and the Issuer may act as Paying Agent, Transfer Agent or Registrar.

Transfer and Exchange

A Holder may transfer or exchange Notes in accordance with the provisions of the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents in connection with a transfer of Notes. Holders will be required to pay all taxes due on transfer. The Issuer will not be required to transfer or exchange any Note selected for redemption. Also, the Issuer will not be required to transfer or exchange any Note for a period of 15 days before a selection of Notes to be redeemed.

The Guarantees

On the Original Issue Date, the Notes will be guaranteed by (i) the Parent Guarantor and (ii) each of Biocon Biologics UK Limited ("**BUK**"), Biosimilars Newco Limited ("**BNCL**"), Biosimilar Collaborations Ireland Limited ("**BCIL**") and Biocon Sdn Bhd ("**BSDN**") (the "**Subsidiary Guarantors**"). The Notes will also be guaranteed under the Indenture by any Restricted Subsidiary that becomes a Guarantor pursuant to the terms set forth under "*—Additional Guarantors*", subject to the liability of the Parent Guarantor being capped at the Guaranteed Amount (as defined below).

Each of the Parent Guarantor and the Subsidiary Guarantors is referred to as a "**Guarantor**," the guarantee of the Notes by the Parent Guarantor is referred to as the "**Parent Guarantee**," and each guarantee from a Subsidiary Guarantor is referred to as a "**Subsidiary Guarantee**." The Parent Guarantee and the Subsidiary Guarantees are collectively referred to as the "**Guarantees**." The Guarantees will be joint and several obligations of the Guarantors.

Each Guarantee will:

- be a general obligation of such Guarantor;
- be senior in right of payment to any existing and future obligations of such Guarantor expressly subordinated in right of payment to such Guarantee;
- rank at least *pari passu* in right of payment with all unsecured senior indebtedness of such Guarantor (subject to any priority rights of such unsecured senior and unsubordinated indebtedness pursuant to applicable law); and
- be effectively subordinated to all existing and future obligations of subsidiaries of the Parent Guarantor which are Non-Guarantor Subsidiaries and all secured indebtedness of such Guarantor to the extent of the value of the assets securing such indebtedness (other than the Collateral, to the extent applicable).

Under the Indenture, each of the Guarantors will guarantee the due and punctual payment of the principal of, premium (if any) and interest on, and all other amounts payable under, the Notes.

On the Original Issue Date, not all of the Parent Guarantor's Subsidiaries will guarantee the Notes. Accordingly, the Notes and each Guarantee will be effectively subordinated in right of payment to all Indebtedness and other liabilities and other commitments (including trade payables and lease obligations) of the Parent Guarantor's Subsidiaries that do not guarantee the Notes (each such Subsidiary, a "**Non-Guarantor Subsidiary**"). Any right of the Issuer or any Guarantor to receive assets of any Non-Guarantor Subsidiary upon such Non-Guarantor Subsidiary's bankruptcy, liquidation or reorganization (and the consequent right of the Holders to participate in those assets) will be effectively subordinated to the claims of such Non-Guarantor Subsidiary's creditors, except to the extent that the Issuer or a Guarantor is itself recognized as a creditor of such Non-Guarantor Subsidiary,

in which case the claims of the Issuer or the Guarantor would still be subordinate in right of payment to any security in the assets of the Non-Guarantor Subsidiary and any Indebtedness of the Non-Guarantor Subsidiary senior to that held by the Issuer or the Guarantor.

Additional Guarantors

The Parent Guarantor shall ensure that the Consolidated EBITDA of all Guarantors comprise at least 80.0% of Consolidated EBITDA (as presented in the consolidated statement of profit and loss of the Parent Guarantor covering the prior four fiscal quarter period ending in the most recently prepared quarterly or annual statement) (the "**Guarantor Coverage Test**") (i) as of the date on which annual consolidated financial statements of the Parent Guarantor are delivered pursuant to "*—Reports*" and (ii) following the incorporation or acquisition of a Restricted Subsidiary, or the designation of an Unrestricted Subsidiary as a Restricted Subsidiary.

If (i) as of the date on which annual consolidated financial statements of the Parent Guarantor are delivered pursuant to "*—Reports*" or (ii) on the date of such incorporation, acquisition or designation, the Guarantor Coverage Test is not complied with, then the Parent Guarantor shall cause, within 90 days of such date, one or more Non-Guarantor Subsidiaries that are Restricted Subsidiaries to execute and deliver to the Trustee a supplemental indenture to the Indenture pursuant to which one or more Non-Guarantor Subsidiaries will guarantee the Notes such that the Guarantor Coverage Test is complied with within such 90-day period.

Notwithstanding the foregoing, the Parent Guarantor shall not be obligated to cause a Restricted Subsidiary to guarantee the Notes to the extent that such Subsidiary Guarantee by such Restricted Subsidiary would reasonably be expected to give rise to or result in: (i) a violation of applicable law which, in any case, cannot be prevented or otherwise avoided through measures reasonably available to the Parent Guarantor or such Restricted Subsidiary (including "whitewash" or similar procedures) or (ii) any liability for the officers, directors or shareholders of such Restricted Subsidiary.

The Parent Guarantor may elect to release and substitute the Subsidiary Guarantee of a Subsidiary Guarantor at any time, provided that after giving *pro forma* effect to such release and substitution, (a) the Guarantor Coverage Test is complied with and (b) no Event of Default shall have occurred and be continuing at the date of such release and substitution.

For the fiscal year ended March 31, 2024 and the three months ended June 30, 2024, the Issuer and the Guarantors represented 90% and 98% of Consolidated EBITDA, respectively.

Parent Guarantee

The Parent Guarantee shall be subject to all applicable laws including the FEMA Guarantee Regulations, FEMA OI Regulations, the FEMA OI Rules and the OI Master Directions. Under the FEMA Guarantee Regulations and the FEMA OI Regulations, the Parent Guarantee cannot be open-ended. Accordingly, the Parent Guarantee will be released on the date falling 45 calendar days after the final Stated Maturity of the Notes (the "**Guarantee Period**"). See "*Risk Factors—Risks Relating to the Notes, the Guarantees and the Collateral—The liability of the Parent Guarantor will be capped and is subject to the Parent Guarantor having sufficient net worth and compliance with various regulations as well as an overall exposure limit.*"

Under the Indenture, the Parent Guarantor will guarantee the due and punctual payment of the principal of, premium (if any) and interest on, and all other amounts payable under, the Notes. The Parent Guarantor will (i) agree that its obligations under the Parent Guarantee will be enforceable irrespective of any invalidity, irregularity or unenforceability of the Notes or the Indenture and (ii) waive its right to require the Trustee to pursue or exhaust its legal or equitable remedies against the Issuer prior to exercising its rights under the Parent Guarantee. Moreover, if at any time any amount paid under a Note or the Indenture is rescinded or must otherwise be repaid, the rights of the Holders under the Parent Guarantee will be reinstated with respect to such

payments as though such payment had not been made. All payments under the Parent Guarantee are required to be made in U.S. dollars.

The Parent Guarantor's aggregate potential liability under the Parent Guarantee will be initially capped at an amount equal to 100% of the total aggregate principal amount of the Notes outstanding from time to time until April 30, 2025, and will increase to 110% of the total aggregate principal amount of the Notes outstanding from time to time thereafter (the "**Guaranteed Amount**").

The Parent Guarantor will comply with all requirements under applicable law, including the FEMA Guarantee Regulations, the FEMA OI Regulations, the OI Master Directions and any other approval received by the Parent Guarantor from the RBI or the AD Bank, as the case may be, or any other governmental or regulatory authority, that may be required to give effect to such increase in its aggregate potential liability under the Parent Guarantee. The potential liability of the Parent Guarantor under the Parent Guarantee and other financial commitments (as understood under the OI Master Directions) will, in any financial year, be in compliance with the FEMA Guarantee Regulations, the FEMA OI Regulations and the OI Master Directions.

Release of the Guarantees

The Parent Guarantee may be released in certain circumstances, including:

- upon repayment in full of the Notes; or
- upon a defeasance or satisfaction and discharge as described under "*—Legal Defeasance and Covenant Defeasance*" or "*—Satisfaction and Discharge*."

A Subsidiary Guarantee given by a Subsidiary Guarantor may be released in certain circumstances, including:

- upon repayment in full of the Notes;
- upon a defeasance or satisfaction and discharge as described under "*—Legal Defeasance and Covenant Defeasance*" or "*—Satisfaction and Discharge*;"
- upon the designation by the Parent Guarantor of such Subsidiary Guarantor as an Unrestricted Subsidiary in compliance with the terms of the Indenture;
- upon the sale or other disposition (including by way of merger or consolidation) of the Capital Stock of such Subsidiary Guarantor in compliance with the terms of the Indenture (including the covenants described under the captions "*—Repurchase at the Option of Holders—Asset Sales*" and "*—Certain Covenants—Merger, Consolidation and Sale of Assets*") resulting in such Subsidiary Guarantor no longer being a Restricted Subsidiary; or
- as provided under the caption "*—Additional Guarantors*".

Any release of the Guarantees will be subject to compliance with applicable laws, including the FEMA OI Regulations, the FEMA OI Rules and the OI Master Directions. In addition, no release of a Guarantor from its Guarantee shall be effective against the Trustee or the Holders until the Issuer has delivered to the Trustee an Officer's Certificate stating that all requirements relating to such release have been complied with and that such release is authorized and permitted by the Indenture.

Restricted Subsidiaries

As of the date hereof, all of the Parent Guarantor's Subsidiaries (including the Issuer) will be Restricted Subsidiaries. Under the circumstances described below under the caption "*—Certain Covenants—Designation of Restricted and Unrestricted Subsidiaries*," the Parent Guarantor will be permitted to designate certain of its

Subsidiaries as Unrestricted Subsidiaries. The Unrestricted Subsidiaries, if any, will not be subject to many of the restrictive covenants in the Indenture and will not guarantee the Notes.

Security

By no later than 45 days from the Original Issue Date, the obligations of the Issuer with respect to the Notes (including Additional Notes which are issued in accordance with the Indenture) and the performance of all other obligations of the Issuer under the Indenture and the Notes will be secured by the following security package, for the benefit of Holders and the Trustee:

(1) a first-priority Lien over all of the Capital Stock of the Issuer held by BUK;

(2) a first-priority Lien over all of the Capital Stock of BCIL held by held by BUK; and

(3) a first-priority Lien over all of the Capital Stock of BNCL held by the Parent Guarantor and BUK,

(the Liens described in the foregoing clauses (1) through (3) (and/or, as the context may require, all of the assets which from time to time are, or are expressed to be, the subject of such Liens) are collectively referred to as the "**Collateral**" and the documents in relation to such Collateral, the "**Collateral Documents**").

In the case of any transfer of assets from BCIL and/or BNCL to another Person within the Restricted Group (save for transfer(s) of up to an aggregate Fair Market Value of U.S.$50.0 million (or the Dollar Equivalent thereof)), a first-priority Lien over all of the Capital Stock of such Person shall also be created and perfected in favor of the Collateral Agent for the benefit of the Holders, save that (i) such assets cannot be transferred to a Person within the Restricted Group for which a Lien is not permitted to be created over its Capital Stock under applicable law; and (ii) such new Lien will be granted on exclusive basis to the Holders and shall constitute Collateral.

So long as no Event of Default has occurred and is continuing and the Collateral Agent has not given written notice of its intention to exercise its rights, remedies, powers and discretions under the relevant Collateral Document(s) in connection therewith, each of the Parent Guarantor and BUK will be entitled to receive all cash dividends, interest and other payments made upon or with respect to the Collateral and to exercise any voting and other consensual rights pertaining to the Collateral.

Upon the occurrence and during the continuance of an Event of Default and the Collateral Agent giving written notice of its intention to exercise its rights, remedies, powers and discretions under the relevant Collateral Document(s) therewith:

(1) all rights of the Parent Guarantor and BUK to receive all or claim payment of cash dividends, interest and other payments made upon or with respect to any of the Collateral will cease and such cash dividends, interest and other payments will be paid to the Collateral Agent;

(2) all voting or other consensual rights pertaining to the Collateral will become vested solely in the Collateral Agent and the right of Parent Guarantor and/or BUK to exercise any such voting and consensual rights will cease; and

(3) the Collateral Agent may distribute or sell the Collateral or any part of the Collateral in accordance with the terms of the Collateral Documents and the Intercreditor Agreement, subject to the provisions of applicable law.

The Collateral Agent, in accordance with the provisions of the Indenture and the Intercreditor Agreement, will distribute all funds distributed under the Collateral Documents in connection with the Collateral. Nothing in the Indenture or the Collateral Documents (and notwithstanding anything to the contrary therein) shall require the

Collateral Agent to be vested with the ownership of, any securities, shares or investments, whether by way of appropriation or otherwise.

The Indenture, the Intercreditor Agreement and/or the Collateral Documents principally provide that, at any time while the Notes are outstanding, the Collateral Agent has the exclusive right to manage, perform and enforce the terms of the Collateral Documents. The Collateral Agent has the exclusive right, with respect to the Collateral, to exercise and enforce all privileges, rights and remedies thereunder according to its direction, including to take or retake control or possession of such Collateral and to hold, prepare for sale, process, lease, dispose of or liquidate such Collateral, including, without limitation, following the occurrence of an Event of Default and acceleration of amounts due under the Notes in accordance with the provisions described under "*—Events of Default and Remedies.*"

The proceeds realizable from the Collateral are unlikely to be sufficient to satisfy the Issuer's obligations under the Notes, and the Collateral may be reduced or diluted under certain circumstances, including through the disposition of assets comprising the Collateral, subject to the terms of the Indenture. See "*Risk Factors—Risks Relating to the Notes, the Guarantees and the Collateral—The value of the Collateral may not be sufficient to repay the Notes in full and other pari passu secured indebtedness.*"

Permitted Pari Passu Secured Indebtedness

On or after the Original Issue Date, the Parent Guarantor and the Issuer will not, and the Parent Guarantor will not allow any Restricted Subsidiary to, create Liens on the Collateral other than (i) Liens *pari passu* with the Lien for the benefit of the Secured Parties to secure Indebtedness, including any Additional Notes (such Indebtedness, "**Permitted Pari Passu Secured Indebtedness**"); *provided* that: (1) the Parent Guarantor, the Issuer or such Restricted Subsidiary was permitted to incur such Indebtedness under the proviso in the first paragraph or clause 2(f) of the covenant described under the caption "*—Limitation on Indebtedness*" and any Permitted Refinancing Indebtedness of such Indebtedness; (2) the holders of such Indebtedness (or their agent or trustee on their behalf), other than any Additional Notes or other Indebtedness in respect of which the relevant holders are or agent or trustee on their behalf is already a party to the Intercreditor Agreement, become party to the Intercreditor Agreement; (3) the agreement in respect of such Indebtedness contains provisions with respect to releases of the Lien over the Collateral which are no more restrictive on the Parent Guarantor, the Issuer and the other Restricted Subsidiaries than the provisions of the Indenture and the Collateral Documents; and (4) the Issuer delivers to the Trustee and the Collateral Agent an Opinion of Counsel and an Officer's Certificate with respect to corporate and collateral matters in connection with the Collateral Documents, stating that either (x) all necessary actions have been taken with respect to the recording, registering and filing of the Collateral Documents, financing statements or other instruments necessary to make effective the Liens intended to be created by the Collateral Documents, and reciting the details of such action, (y) no such action is necessary to make such Liens effective or (z) otherwise in the form and substance as set forth in the Collateral Documents; and (ii) certain Permitted Liens.

The Trustee and the Collateral Agent will be permitted and authorized, without the consent of any Holder, to enter into any amendments to the Collateral Documents, the Indenture and/or the Intercreditor Agreement and take any other action necessary to permit the creation, perfection and registration of Liens on the Collateral to secure Permitted Pari Passu Secured Indebtedness in accordance with the foregoing paragraph and the terms of the Indenture.

Intercreditor Agreement

On the Original Issue Date, the Trustee and the Collateral Agent will enter into an intercreditor agreement (the "**Intercreditor Agreement**"), without requiring any instruction or consent from or notice to the Holders, with the Issuer, the Parent Guarantor and BUK.

The Intercreditor Agreement will provide for, among other things:

(1) that the liabilities of the Issuer under the Notes shall rank *pari passu* with any liabilities held by any creditors of Permitted Pari Passu Secured Indebtedness such that the Collateral Agent holds the Collateral on trust *pari passu* for the Secured Parties on the terms of the Intercreditor Agreement and the Collateral Documents;

(2) that the parties thereto shall share equal priority and *pro rata* entitlement with respect to the Collateral;

(3) certain conditions that are applicable to the release of any Lien on such Collateral; and

(4) the conditions under which the parties thereto will be entitled to enforce their rights with respect to such Collateral.

Under the Intercreditor Agreement, the holders of any Permitted Pari Passu Secured Indebtedness (or their agent or trustee) (collectively with the Holders and the Trustee, the "**Pari Passu Secured Parties**") will appoint Citicorp International Limited as the Collateral Agent (or the successor Collateral Agent appointed under the Collateral Documents if such a successor has been appointed on terms to be agreed) to act as the Collateral Agent with respect to the Collateral, to exercise remedies (subject to the terms of the Intercreditor Agreement and the Collateral Documents) in respect thereof upon the occurrence and continuance of an Event of Default under the Indenture and an event of default under any document governing Permitted Pari Passu Secured Indebtedness, and to act as provided in the Intercreditor Agreement. The Trustee has agreed to act as secured party on behalf of the Holders under the applicable Collateral Document and Intercreditor Agreement, to (subject to it receiving indemnification and/or security and/or prefunding) follow the written instructions provided to it by the Holders under the Indenture.

In connection with the incurrence of any Permitted Pari Passu Secured Indebtedness (other than Additional Notes or Indebtedness in respect of which the holders or their agent or trustee is already a party to the Intercreditor Agreement), the holders of such Permitted Pari Passu Secured Indebtedness (or their representative) will accede to the Intercreditor Agreement and become a party to it.

By accepting the Notes, each Holder shall be deemed to have consented to the Trustee and the Collateral Agent's execution of the Intercreditor Agreement, any supplements, joinders, amendments or modifications thereto, and any future intercreditor agreement required under the Indenture.

Enforcement of Security

The first-priority Liens over the Collateral will, subject to applicable laws, be granted to the Collateral Agent. The Collateral Agent, subject to the Collateral Documents, the Intercreditor Agreement and the Indenture, will hold such Liens in the Collateral granted pursuant to the Collateral Documents with sole authority as directed by the written instruction of a Instructing Secured Party to exercise remedies under the Collateral Documents. The Collateral Agent has agreed to act as secured party on behalf of the Secured Parties under the Collateral Documents, to (subject to it receiving indemnification and/or security and/or prefunding) follow the instructions provided to it under the Intercreditor Agreement and the Collateral Documents.

The Collateral Agent may decline to foreclose on the Collateral or exercise remedies available if it does not receive indemnification and/or security and/or pre-funding to its satisfaction. In addition, the Collateral Agent's ability to foreclose on the Collateral may be subject to lack of perfection, the consent of third parties, prior Liens and practical problems associated with the realization of the Collateral Agent's Liens on the Collateral. None of the Collateral Agent nor the Trustee, nor any of their respective officers, directors, employees, attorneys or agents will be responsible or liable for the existence, genuineness, value, adequacy or protection of the Collateral, for the legality, enforceability, effectiveness or sufficiency of the Collateral Documents, for the creation, perfection, priority, sufficiency or protection of any of the Liens, or for any defect or deficiency as to

any such matters, or for any failure to demand, collect, foreclose or realize upon or otherwise enforce any of the Liens or the Collateral Documents, or any delay in doing so.

The proceeds of any sale or other realization upon all or any part of the Collateral under the applicable Collateral Documents will, in accordance with the terms of the Intercreditor Agreement (if in effect), be applied by the Collateral Agent as follows:

(1) *first*, to the payment of any taxes, filing fees and registration fees and any other expenses owed to any governmental entity and incurred in connection with such sale or other realization (if any);

(2) *second*, to the payment of, *pro rata* (A) any amounts incurred or owed to the Collateral Agent under the Collateral Documents and in connection with such sale or other realization; (B) any amounts owed to the Trustee and the Agents under the Indenture and the agent appointment letter to be entered between the Trustee, Agents and the Issuer, the Parent Guarantor and the Subsidiary Guarantors; and (C) any other amounts payable or owed to any agent or trustee under any Permitted Pari Passu Secured Indebtedness Document (as defined in the Intercreditor Agreement) (such agent or trustee having acceded to the Intercreditor Agreement in accordance with the terms thereof) in connection with the performance of its functions;

(3) *third*, to the payment of any unreimbursed expenses for any Instructing Secured Party who is to be reimbursed pursuant to the relevant Collateral Documents other than those paid under paragraph (2) above;

(4) *fourth*, to the ratable payment of accrued but unpaid interest on the obligations secured by the Collateral Documents;

(5) *fifth*, to the ratable payment of unpaid principal on the obligations secured by the Collateral Documents;

(6) *sixth*, to any make-whole premium or any other premium payable pursuant to the Secured Party Documents (as defined in the Intercreditor Agreement);

(7) *seventh*, to the ratable payment of all other obligations secured by the Collateral Documents, until all obligations secured by the Collateral Documents have been paid in full; and

(8) *finally*, to payment to the Issuer or the relevant security provider (as applicable) or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

Release of Lien over the Collateral

The Lien over any portion of the Collateral created by the Indenture and the Collateral Documents may be released under one or more of the following circumstances without the consent of any Holder:

(1) upon the full and final payment and performance of the obligations of the Issuer under the Indenture and the Notes;

(2) to give effect to any action for any purpose as permitted, or not expressly prohibited, under the Indenture (including, without limitation, any Permitted Reorganization and/or any sale, transfer or disposition of all or any part of the Capital Stock of the Issuer, BCIL and/or BNCL), *provided that*:

   (a) in the case of a sale, transfer or disposition of all or any part of the Capital Stock of the Issuer, BCIL and/or BNCL, the Parent Guarantor continues to Beneficially Own 100% interest in each of the Issuer, BCIL and/or BNCL;

   (b) a first-priority Lien over such Collateral is immediately re-created and perfected in favor of the Collateral Agent for the benefit of the Holders;

(c) all relevant regulatory approvals and filings required for re-creation and perfection of such Collateral are obtained or completed, as the case may be; and

(d) all necessary amendments/supplements to the relevant Collateral Document(s) are executed for effecting the re-creation and perfection of such Collateral,

each to the satisfaction of the Trustee;

(3) upon legal or covenant defeasance pursuant to the provisions set forth under the caption "*—Legal Defeasance and Covenant Defeasance*"; and

(4) upon discharge of the Indenture in accordance with the provisions set forth under the caption "*—Satisfaction and Discharge*."

Each of the Trustee and the Collateral Agent is entitled to accept and rely upon an Officer's Certificate and an Opinion of Counsel as sufficient evidence of the satisfaction of the conditions precedent described above, in which event they shall be conclusive and binding on the Holders and will not be responsible for any loss occasioned by acting in reliance on such certificate or opinion. Neither the Trustee nor the Collateral Agent has any duty to investigate or verify such certificate or opinion.

Additional Amounts

All payments made by or on behalf of the Issuer under or with respect to the Notes or any Guarantor on its Guarantee will be made free and clear of, and without withholding or deduction for, or on account of, any present or future Taxes unless the withholding or deduction of such Taxes is then required by law. If any such deduction or withholding for, or on account of, any Taxes imposed or levied by or on behalf of any jurisdiction in which the Issuer or any Guarantor is then organized or incorporated, engaged in business or otherwise resident for tax purposes, or any political subdivision thereof or therein or any jurisdiction by or through which payment is made by or on behalf of the Issuer or any Guarantor (including the jurisdiction of any Paying Agent) (each, a "**Tax Jurisdiction**"), will at any time be required to be made from any payments made by or on behalf of the Issuer under or with respect to the Notes or any Guarantor with respect to its Guarantee, including payments of principal, redemption price, purchase price, interest or premium, the Issuer or the Guarantor, as applicable, will pay such additional amounts (the "**Additional Amounts**") as may be necessary in order that the net amounts received by each Holder in respect of such payments after such withholding, deduction or imposition (including any such withholding, deduction or imposition from or on such Additional Amounts) will equal the respective amounts that would have been received in respect of such payments in the absence of such withholding, deduction or imposition; *provided*, *however*, that no Additional Amounts will be payable with respect to:

(1) any Taxes, to the extent such Taxes would not have been imposed but for some connection of the Holder or beneficial owner with the relevant Tax Jurisdiction, including the Holder or beneficial owner of the Notes being a citizen, resident or national of, incorporated in or carrying on a business in, the relevant Tax Jurisdiction, other than by the mere acquisition or holding of such Note, enforcement of rights thereunder, the receipt of payments in respect thereof or any other connection with respect to the Notes or the Guarantees;

(2) any Taxes, to the extent such Taxes were imposed or withheld as a result of the failure of the Holder or beneficial owner of the Notes to comply with any written request, timely made to the relevant Holder before any such withholding or deduction would be payable, by the Issuer or any Guarantor to provide timely or accurate information concerning the nationality, residence or identity of such Holder or beneficial owner or to make any valid or timely declaration or similar claim or satisfy any certification, information or other reporting requirement applicable to such Holder or beneficial owner, which is

required or imposed by a statute, treaty, regulation or administrative practice of the relevant Tax Jurisdiction as a precondition to exemption from all or part of such Taxes;

(3) any Taxes, to the extent such Taxes were imposed as a result of a Note being presented for payment (where Notes are in the form of definitive registered Notes and presentation is required) more than 30 days after the Relevant Date (except to the extent that the Holder or beneficial owner would have been entitled to Additional Amounts had the Note been presented on the last day of such 30-day period). "Relevant Date" means whichever is the later of (a) the date on which such payment first becomes due and (b) if the full amount payable has not been received by the Paying Agent on or prior to such due date, the date on which, the full amount having been so received, notice to that effect shall have been given to the Holders;

(4) any estate, inheritance, gift, sale, transfer, personal property or similar tax or assessment;

(5) any tax, assessment, withholding or deduction required by sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (including any successor provisions) ("**FATCA**"), any intergovernmental agreement between the United States and any other jurisdiction to implement FATCA (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement), any current or future Treasury regulations or rulings promulgated thereunder, any law, regulation or other official guidance enacted in any jurisdiction implementing FATCA, or any agreement with the U.S. Internal Revenue Service under FATCA; or

(6) any combination of items (1) through (5) above.

In addition, Additional Amounts will not be paid with respect to any amounts due in respect of Taxes that are other than withholding taxes or with respect to any payment on a Note to a Holder who is a fiduciary, a partnership or other than the sole beneficial owner of that payment to the extent that payment would be required by the laws of the relevant Tax Jurisdiction (or any political subdivision thereof) to be included in the income of a beneficiary or settlor with respect to the fiduciary, a member of that partnership or a beneficial owner who would not have been entitled to the Additional Amounts had that beneficiary, settlor, member or beneficial owner been the Holder.

Further, the Issuer and the Guarantors will pay and indemnify the Holders for any present or future stamp, issue, registration, transfer, court or documentary taxes, or any other excise or property taxes, charges or similar levies or Taxes levied by any Tax Jurisdiction on the execution, delivery, registration or enforcement of any Note, the Indenture, the Guarantees or any other document or instrument referred to therein.

If the Issuer or any Guarantor, as the case may be, becomes aware that it will be obligated to pay Additional Amounts with respect to any payment under or with respect to the Notes or its Guarantee, the Issuer or such Guarantor, as the case may be, will deliver to the Trustee on a date at least 30 days prior to the date of payment (unless the obligation to pay Additional Amounts arises after the 30th day prior to that payment date, in which case the Issuer or such Guarantor will notify the Trustee promptly thereafter) an Officer's Certificate stating the fact that Additional Amounts will be payable and the amount estimated to be so payable. The Officer's Certificate must also set forth any other information reasonably necessary to enable the Paying Agent to pay Additional Amounts to Holders on the relevant payment date. The Issuer or the Guarantors will provide the Trustee with documentation reasonably satisfactory to the Trustee evidencing the payment of Additional Amounts.

The Issuer and the Guarantors will make all withholdings and deductions required by law and will remit the full amount deducted or withheld to the relevant Tax authority in accordance with applicable law. The Issuer and the Guarantors will use their reasonable efforts to obtain Tax receipts from each Tax authority evidencing the payment of any Taxes so deducted or withheld. The Issuer or the Guarantors will furnish to the Holders (or

to the Trustee for the benefit of the Holders), within 60 days after the date of the payment of any such Taxes, certified copies of Tax receipts evidencing payment by the Issuer or the Guarantors, as the case may be, or if, notwithstanding such entity's efforts to obtain receipts, receipts are not obtained, other evidence of payments by such entity.

Whenever the Indenture or this "Description of the Notes" mentions the payment of amounts based on the principal amount, interest or any other amount payable under, or with respect to, any Note or Guarantee, such mention shall be deemed to include the payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The above obligations will survive any termination, defeasance or discharge of the Indenture and any transfer by a Holder or beneficial owner of its Notes, and will apply, mutatis mutandis, to any successor Person to the Issuer or the Guarantor with respect to any jurisdiction in which such successor Person is organized or incorporated or otherwise resident for tax purposes and any jurisdiction from or through which such Person makes any payment on or under the Notes or the Guarantees and, in each case, any political subdivision or taxing authority or agency thereof or therein having the power to tax.

Optional Redemption

At any time prior to October 9, 2026, the Issuer may, on any one or more occasions, redeem up to 40.0% of the aggregate principal amount of Notes issued under the Indenture, upon not less than 10 nor more than 60 days' notice, at a redemption price equal to 106.67% of the principal amount of the Notes redeemed, plus accrued and unpaid interest, if any, to (but not including) the applicable date of redemption, subject to the rights of Holders on the relevant record date to receive interest due on the relevant interest payment date, in an amount not to exceed the net proceeds from an Equity Offering by the Parent Guarantor or a contribution to the Parent Guarantor's common equity capital made with the net cash proceeds of a concurrent Equity Offering by the Parent Guarantor's direct or indirect parent; *provided* that:

(1) at least 60.0% of the aggregate principal amount of Notes originally issued under the Indenture (excluding Notes held by the Parent Guarantor and its Subsidiaries) remains outstanding immediately after the occurrence of such redemption; and

(2) the redemption occurs within 60 days of the date of the closing of such Equity Offering.

At any time prior to October 9, 2026, the Issuer may, on any one or more occasions, redeem all or a part of the Notes, upon not less than 10 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the Notes redeemed, plus the Applicable Premium as of, and accrued and unpaid interest, if any, to (but not including) the date of redemption, subject to the rights of Holders on the relevant record date to receive interest due on the relevant interest payment date. Neither the Trustee nor the Paying Agent shall be responsible for calculating or verifying the Applicable Premium or any calculations performed by the Issuer or any other Persons unless otherwise specified in the Indenture.

On or after October 9, 2026, the Issuer may, on any one or more occasions, redeem all or a part of the Notes, upon not less than 10 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest, if any, on the Notes redeemed, to (but not including) the applicable date of redemption, if redeemed during the periods indicated below, subject to the rights of Holders on the relevant record date to receive interest on the relevant interest payment date:

Period	**Percentage**
October 9, 2026 to October 8, 2027	103.335%

Period	Percentage
October 9, 2027 to October 8, 2028	101.668%
October 9, 2028 and thereafter	100.00%

In connection with any redemption of the Notes under this section, any such redemption or notice may, at the Issuer's sole discretion, be subject to one or more conditions precedent. In addition, if such redemption or notice is subject to satisfaction of one or more conditions precedent, such notice may state that, in the Issuer's sole discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption may not occur and such notice may be rescinded if any or all such conditions shall not have been satisfied by the redemption date, or by the redemption date so delayed.

Unless the Issuer defaults in the payment of the redemption price, interest will cease to accrue on the Notes or portions thereof called for redemption on the applicable redemption date.

No Mandatory Redemption or Sinking Fund

The Issuer is not required to make mandatory redemption payments or sinking fund payments with respect to the Notes. However, under certain circumstances, the Issuer may be required to offer to purchase Notes as described under "*—Repurchase at the Option of Holders—Change of Control Triggering Event*" and "*—Repurchase at the Option of Holders—Asset Sales*."

Redemption for Changes in Taxes

The Issuer may redeem the Notes, in whole but not in part, at any time upon giving not less than 10 nor more than 60 days' prior notice to the Holders (which notice will be irrevocable and given in accordance with the procedures described in "*—Selection and Notice*"), at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to (but not including) the applicable date of redemption (a "**Tax Redemption Date**") and Additional Amounts, if any, then due and that will become due on the Tax Redemption Date, subject to the rights of Holders on the relevant record date to receive interest due on the relevant interest payment date, if on the next date on which any amount would be payable in respect of the Notes, the Issuer would be required to pay Additional Amounts, and the Issuer cannot avoid any such payment obligation taking reasonable measures available to it (including the appointment of a new Paying Agent, if reasonable), as a result of:

(1) any change in the laws (or any regulations or rulings promulgated thereunder) of the relevant Tax Jurisdiction affecting taxation which change has not been publicly announced as formally proposed before and which becomes effective on or after the Original Issue Date (or, if a relevant Tax Jurisdiction has changed since the Original Issue Date, the date on which such Tax Jurisdiction became a relevant Tax Jurisdiction under the Indenture); or

(2) any change in the existing written official position regarding the application, administration or interpretation of such laws, regulations or rulings (including a holding, judgment or order by a court of competent jurisdiction or a change in published practice), which change has not been publicly announced as formally proposed before and becomes effective on or after the Original Issue Date (or, if a relevant Tax Jurisdiction has changed since the Original Issue Date, the date on which such Tax Jurisdiction became a relevant Tax Jurisdiction under the Indenture).

The Issuer will not give any such notice of redemption earlier than 90 days prior to the earliest date on which the Issuer would be obligated to make such payment or withholding if a payment in respect of the Notes were then due.

Prior to the publication or, where relevant, mailing of any notice of redemption of the Notes pursuant to the foregoing, the Issuer will deliver to the Trustee an Officer's Certificate and an Opinion of Counsel or the opinion of a tax consultant, in either case of recognized standing with respect to tax matters in the relevant Tax Jurisdiction, to the effect that there has been such change in law which would entitle the Issuer to redeem the Notes hereunder. In addition, the Issuer will deliver to the Trustee an Officer's Certificate to the effect that the Issuer cannot avoid its obligations to pay Additional Amounts by taking reasonable measures available to it.

The Trustee is entitled to accept and rely upon such certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent described above, in which event it shall be conclusive and binding on the Holders and will not be responsible for any loss occasioned by acting in reliance on such certificate or opinion. The Trustee has no duty to investigate or verify such certificate or opinion.

Repurchase at the Option of Holders

Change of Control Triggering Event

If a Change of Control Triggering Event occurs, each Holder will have the right to require the Issuer to repurchase all or any part (equal to U.S.$200,000 or an integral multiple of U.S.$1,000 in excess thereof) of that Holder's Notes pursuant to an offer on the terms set forth in the Indenture (a "**Change of Control Offer**"). In the Change of Control Offer, the Issuer will offer a Change of Control Payment in cash equal to 101.0% of the aggregate principal amount of Notes repurchased, plus accrued and unpaid interest, if any, on the Notes repurchased to the date of purchase, subject to the rights of Holders on the relevant record date to receive interest due on the relevant interest payment date. Within 30 days following any Change of Control Triggering Event, the Issuer will send a notice to each Holder describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase Notes on the Change of Control payment date (such date, the "**Change of Control Payment Date**") specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is sent, pursuant to the procedures required by the Indenture and described in such notice.

On the Change of Control Payment Date, the Issuer will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Issuer.

The Paying Agent will promptly pay to each Holder properly tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any. The Issuer will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The provisions described above that require the Issuer to make a Change of Control Offer following a Change of Control Triggering Event will be applicable whether or not any other provisions of the Indenture are

applicable. Except as described above with respect to a Change of Control Triggering Event, the Indenture does not contain provisions that permit the Holders to require that the Issuer repurchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction. The ability of the Issuer to consummate a Change of Control Offer may be limited by the financial resources available to the Parent Guarantor and its Subsidiaries at such time. See "*Risk Factors—Risks relating to the Notes, the Guarantees and the Collateral—We may not be able to purchase the Notes upon a Change of Control Triggering Event, which would result in a default under the Indenture and would materially adversely affect our business and financial condition*."

The Issuer will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes properly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption has been given pursuant to the Indenture as described above under the caption "*—Optional Redemption*," unless and until there is a default in payment of the applicable redemption price.

Notwithstanding anything to the contrary contained herein, a Change of Control Offer may be made in advance of a Change of Control, conditioned upon the consummation of such Change of Control, if a definitive agreement is in place for the Change of Control at the time the Change of Control Offer is made. The closing date of any such Change of Control Offer made in advance of a Change of Control Triggering Event may be changed to conform to the actual closing date of the Change of Control Triggering Event, *provided* that such closing date is not earlier than 30 days nor later than 60 days from the date the Change of Control Offer notice is sent as described in the first paragraph of this section.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of the Parent Guarantor and its Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a Holder to require the Issuer to repurchase its Notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of the Parent Guarantor and its Subsidiaries taken as a whole to another Person or group may be uncertain.

The Trustee shall not be required to take any steps to ascertain whether a Change of Control Triggering Event or any event which could lead to a Change of Control Triggering Event has occurred and shall not be liable to any Person for any failure to do so.

Asset Sales

The Parent Guarantor will not, and will not permit any of the Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) the Parent Guarantor or any of the Restricted Subsidiaries receives consideration at the time of the Asset Sale at least equal to the Fair Market Value (measured as of the date of the definitive agreement with respect to such Asset Sale) of the assets or Equity Interests issued or sold or otherwise disposed of; and

(2) at least 75% of the consideration received in the Asset Sale by the Parent Guarantor or such Restricted Subsidiaries is in the form of cash, Cash Equivalents or Replacement Assets (as defined below). For purposes of this provision, each of the following will be deemed to be cash:

    (a) any liabilities, as shown on the Parent Guarantor's most recent consolidated balance sheet, of the Parent Guarantor or any Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated to the Notes or any Guarantee) that are assumed by the transferee of any such assets pursuant to a customary assumption, assignment, novation, indemnity or

similar agreement that releases the Parent Guarantor or such Restricted Subsidiary from or indemnifies them against further liability; and

(b) any securities, notes or other obligations received by the Parent Guarantor or any such Restricted Subsidiary from such transferee that are contemporaneously, subject to ordinary settlement periods, converted by the Parent Guarantor or such Restricted Subsidiary into cash, to the extent of the cash received in that conversion.

Within 365 days after the receipt of any Net Cash Proceeds from an Asset Sale, the Parent Guarantor or one or more of its Restricted Subsidiaries may apply an amount equal to the amount of such Net Cash Proceeds to:

(1) permanently repay any Senior Indebtedness (and if any such Indebtedness is revolving credit Indebtedness, to correspondingly permanently reduce commitments with respect thereto), in each case owing to a Person other than Parent Guarantor or a Restricted Subsidiary;

(2) make capital expenditures or acquire properties and assets that replace the properties and assets that were the subject of such Asset Sale or properties or assets (other than current assets) that are used or will be used in the Permitted Business, acquire all or substantially all of the assets of or the Capital Stock of, a Person, or a line of business, the primary business of which is, in each case, a Permitted Business, or any combination of the foregoing ("**Replacement Assets**"); and/or

(3) fund the operating requirements, research and development and developmental costs and expenses of the Parent Guarantor and/or the Restricted Subsidiaries in connection with the Permitted Business;

Pending the final application of any Net Cash Proceeds, the Parent Guarantor or any of the Restricted Subsidiaries may temporarily reduce revolving credit Indebtedness or otherwise invest the Net Cash Proceeds in any manner that is not prohibited by the Indenture.

To the extent the Net Cash Proceeds are not utilized in a manner as permitted in the second paragraph of this covenant within 365 days of receipt, such excess amount will constitute "**Excess Proceeds**." When the aggregate amount of Excess Proceeds exceeds U.S.$10.0 million (or the Dollar Equivalent thereof), within 10 days thereof, the Issuer will make an offer (an "**Asset Sale Offer**") to all Holders and all holders of other Indebtedness that is *pari passu* with the Notes containing provisions similar to those set forth in the Indenture with respect to offers to purchase, prepay or redeem with the proceeds of sales of assets to purchase, prepay or redeem the maximum principal amount of Notes and such other *pari passu* Indebtedness (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith) that may be purchased, prepaid or redeemed out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of the principal amount, plus accrued and unpaid interest, if any, to the date of purchase, prepayment or redemption, subject to the rights of Holders on the relevant record date to receive interest due on the relevant interest payment date, and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, the Parent Guarantor or its Restricted Subsidiaries may use those Excess Proceeds for any purpose not otherwise prohibited by the Indenture. If the aggregate principal amount of Notes and other *pari passu* Indebtedness tendered in (or required to be prepaid or redeemed in connection with) such Asset Sale Offer exceeds the amount of Excess Proceeds, the Notes and such other *pari passu* Indebtedness will be purchased on a *pro rata* basis, based on the amounts tendered or required to be prepaid or redeemed (with such adjustments as may be deemed appropriate by the Issuer so that only Notes in denominations of U.S.$200,000, or an integral multiple of U.S.$1,000 in excess thereof, will be purchased). Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.

Compliance with Repurchase Obligations

The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent any of such laws and regulations are applicable in connection with

each repurchase of Notes pursuant to a Change of Control Offer or an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Triggering Event or Asset Sale provisions of the Indenture, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Triggering Event or Asset Sale provisions of the Indenture by virtue of such compliance.

Current and future agreements governing Indebtedness of the Parent Guarantor and its Subsidiaries may contain prohibitions of certain events, including events that would constitute a Change of Control or an Asset Sale and including repurchases of or other prepayments in respect of the Notes. The exercise by the Holders of their right to require the Issuer to repurchase the Notes upon a Change of Control Triggering Event or an Asset Sale could cause a default under such agreements, even if the Change of Control or Asset Sale itself does not, due to the financial effect of such repurchases on the Issuer. If a Change of Control Triggering Event or Asset Sale occurs at a time when the Issuer is prohibited from purchasing Notes, the Parent Guarantor or its Subsidiaries could seek the consent of the applicable lenders to the purchase of Notes or could attempt to refinance the borrowings that contain such prohibition. If the Parent Guarantor or such Subsidiaries do not obtain a consent or repay those borrowings, the Issuer will remain prohibited from purchasing Notes. In that case, the Issuer's failure to purchase tendered Notes would constitute an Event of Default under the Indenture which could, in turn, constitute a default under other Indebtedness of the Issuer or the Parent Guarantor. Finally, the Issuer's ability to pay cash to the Holders upon a repurchase may be limited by the Issuer's and the Parent Guarantor's then existing financial resources. See "*Risk Factors—Risks Relating to the Notes and Guarantees—The Issuer may not be able to repurchase all of the Notes upon a change of control repurchase event*."

Open Market Purchases

The Issuer may purchase Notes in the open market or by tender or by any other means at any price, so long as such acquisition does not otherwise violate the terms of the Indenture.

In connection with any tender offer for the Notes, if holders of the Notes of not less than 90.0% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in such tender offer and the Issuer, or any third party making such a tender offer in lieu of the Issuer, purchases, all of the Notes validly tendered and not withdrawn by such holders, all of the holders of the Notes will be deemed to have consented to such tender or other offer and accordingly, the Issuer or (with the approval of the Issuer) such third party will have the right, upon not less than 10 nor more than 60 days' notice, to redeem the Notes that remain outstanding in whole, but not in part, following such purchase at a price equal to the price offered to each other holder of the Notes in such tender offer, plus, to the extent not included in the tender offer payment, accrued and unpaid interest, if any, thereon, to, but not including, such redemption date.

Selection and Notice

If less than all of the Notes are to be redeemed at any time, the Notes for redemption will be selected on a pro rata basis (or, in the case of Notes issued in global form as discussed under "*—Book-Entry, Delivery and Form*," based on a method that most nearly approximates a pro rata selection) unless otherwise required by law or applicable stock exchange or depositary requirements. No Notes of U.S.$200,000 in principal amount or less can be redeemed in part.

Notices of redemption will be sent at least 30 but not more than 60 days before the redemption date to each Holder to be redeemed at its registered address, except that redemption notices may be sent more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture.

Any redemption pursuant to the "*Optional Redemption*" provision above may, at the Issuer's discretion, be subject to one or more conditions precedent, including any related Equity Offering or a Change of Control Triggering Event. In addition, if such redemption is subject to the satisfaction of one or more conditions precedent, the related notice shall describe each such condition, and if applicable, shall state that, in the Issuer's discretion, the date of redemption may be delayed until such time as any or all such conditions shall be satisfied or waived (*provided* that in no event shall such date of redemption be delayed to a date later than 60 days after the date on which such notice was sent), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied or waived by the date of redemption, or by the date of redemption as so delayed.

If any Note is to be redeemed in part only, the notice of redemption that relates to that Note will state the portion of the principal amount of that Note that is to be redeemed. A new Note in principal amount equal to the unredeemed portion of the original Note will be issued in the name of the Holder upon cancellation of the original Note. Subject to the provisions of the preceding paragraph, Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on Notes or portions of Notes called for redemption.

Certain Covenants

Set forth below are summaries of certain covenants that will be contained in the Indenture.

Limitation on Indebtedness

(1) The Parent Guarantor and the Issuer will not, and the Parent Guarantor will not permit any Restricted Subsidiary to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "**incur**") any Indebtedness (including Acquired Indebtedness); *provided* that, the Parent Guarantor, the Issuer or any other Restricted Subsidiary may incur Indebtedness (including Acquired Indebtedness) if, after giving *pro forma* effect to the incurrence of such Indebtedness and the receipt and application of the proceeds therefrom, (a) no Default has occurred and is continuing and (b) the Fixed Charge Coverage Ratio would not be less than (x) 2.0 to 1.0 from the Original Issue Date to March 31, 2027, (y) 2.25 to 1.0 from April 1, 2027 to March 31, 2028 and (z) 2.5 to 1.0 after March 31, 2028.

(2) Notwithstanding the foregoing, the Parent Guarantor and any Restricted Subsidiary may incur, to the extent provided below, each and all of the following (collectively, "**Permitted Indebtedness**"):

(a) Indebtedness under the Notes (excluding any Additional Notes) and each Guarantee;

(b) Indebtedness of the Parent Guarantor or any Restricted Subsidiary outstanding on the Original Issue Date;

(c) Indebtedness of the Parent Guarantor or any Restricted Subsidiary owed to the Parent Guarantor or any Restricted Subsidiary; *provided* that (i) any event which results in (A) any such Restricted Subsidiary to which such Indebtedness is owed ceasing to be a Restricted Subsidiary or (B) any subsequent transfer of such Indebtedness (other than to the Parent Guarantor or any Restricted Subsidiary) shall be deemed, in each case, to constitute an incurrence of such Indebtedness not permitted by this clause (2)(k), (ii) if the Issuer or the Parent Guarantor is the obligor of such Indebtedness, such Indebtedness must be unsecured and be expressly subordinated in right of payment to the Notes, in the case of the Issuer, or the Parent Guarantee, in the case of the Parent Guarantor and (iii) if a Subsidiary Guarantor is the obligor of such Indebtedness and a Restricted Subsidiary is the obligee, such Indebtedness must be unsecured and expressly subordinated in right of payment to the Subsidiary Guarantee of such Subsidiary Guarantor;

(d) Indebtedness under Credit Facilities (including the New Facility) incurred by the Parent Guarantor or any Restricted Subsidiary in an aggregate principal amount at any one time outstanding (together with refinancings thereof) not to exceed U.S.$500.0 million (or the Dollar Equivalent thereof);

(e) Indebtedness ("**Permitted Refinancing Indebtedness**") of the Parent Guarantor or any Restricted Subsidiary issued in exchange for, or the net proceeds of which are used to refinance or refund, replace, exchange, renew, repay, redeem, defease, discharge or extend (collectively, "**refinance**" and "**refinances**" and "**refinanced**" shall have a correlative meaning), then outstanding Indebtedness (or Indebtedness repaid substantially concurrently with, but in any case before, the incurrence of such Permitted Refinancing Indebtedness) incurred under clause (1) or clause (2)(a), (2)(b), 2(d) or (2)(g) of this covenant and any refinancings thereof in an amount not to exceed the amount so refinanced or refunded (plus premiums, accrued interest, fees and expenses); *provided* that the Indebtedness to be refinanced is fully and irrevocably repaid no later than 90 days after the incurrence of the Permitted Refinancing Indebtedness; and *provided further* that (i) Indebtedness the proceeds of which are used to refinance or refund the Notes or Indebtedness that is *pari passu* with, or subordinated in right of payment to, the Notes, shall only be permitted under this clause (2)(e) if (A) in case the Notes are refinanced in part or the Indebtedness to be refinanced is *pari passu* with the Notes, such new Indebtedness, by its terms or by the terms of any agreement or instrument pursuant to which such new Indebtedness is outstanding, is expressly made *pari passu* with, or subordinate in right of payment to, the remaining Notes, or (B) in case the Indebtedness to be refinanced is subordinated in right of payment to the Notes, such new Indebtedness, by its terms or by the terms of any agreement or instrument pursuant to which such new Indebtedness is issued or remains outstanding, is expressly made subordinate in right of payment to the Notes at least to the extent that the Indebtedness to be refinanced is subordinated to the Notes, (ii) such new Indebtedness, determined as of the date of incurrence of such new Indebtedness, does not mature prior to the earlier of the final maturity date of the Notes and the Stated Maturity of the Indebtedness to be refinanced, and the average life of such new Indebtedness is at least equal to the later of the remaining average life of the Indebtedness to be refinanced or more than 180 days after the final maturity date of the Notes; (iii) in no event may Indebtedness of the Parent Guarantor or any Subsidiary Guarantor be refinanced pursuant to this paragraph by means of any Indebtedness of any Restricted Subsidiary that is not a Guarantor; and (iv) in no event may unsecured Indebtedness of the Parent Guarantor or any Restricted Subsidiary be refinanced pursuant to this clause with secured Indebtedness (other than for the purposes of repaying the Notes in full);

(f) Indebtedness incurred by the Parent Guarantor or any Restricted Subsidiary pursuant to Hedging Obligations entered into in the ordinary course of business and designed solely to protect the Parent Guarantor or such Restricted Subsidiary from fluctuations in interest rates, currencies or the price of commodities and not for speculation (or to reverse or amend or terminate any such agreements previously made for such purposes);

(g) Indebtedness incurred by the Parent Guarantor or any Restricted Subsidiary with a maturity of one year or less in an aggregate principal amount at any one time outstanding (together with refinancings thereof) of all Indebtedness incurred under this clause (2)(g) not to exceed U.S.$100.0 million (or the Dollar Equivalent thereof);

(h) Guarantees of Indebtedness that is permitted to be incurred by other provisions of this covenant;

(i) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds, so long as such Indebtedness is covered within five Business Days;

(j) Indebtedness of the Parent Guarantor or any Restricted Subsidiary in respect of workers' compensation claims, self-insurance obligations and bankers' acceptances in the ordinary course of business;

(k) obligations with respect to trade letters of credit, performance and surety bonds and completion guarantees provided by the Parent Guarantor or any Restricted Subsidiary securing obligations entered into in the ordinary course of business, to the extent the letters of credit, bonds or guarantees are not drawn upon or, if and to the extent drawn upon is honored in accordance with its terms and, if to be reimbursed, is reimbursed in accordance with the terms of demand following receipt of a demand for reimbursement following payment on the letter of credit, bond or guarantee; and

(l) leasing arrangements existing on the Original Issue Date between (a) Biocon Limited, Sygene International Limited or each of their respective Affiliates and (b) the Parent Guarantor or any Restricted Subsidiary, in relation to real property in the ordinary course of business ("**Existing Lease Arrangements**").

For purposes of determining compliance with this "*Limitation on Indebtedness*" covenant, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Indebtedness above or is permitted to be incurred pursuant to the first paragraph of this covenant, the Parent Guarantor will be permitted to classify such item of Indebtedness on the date of its incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this covenant.

The accrual of interest or preferred stock dividends, the accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, the reclassification of preferred stock as Indebtedness due to a change in accounting principles, and the payment of dividends on preferred stock or Disqualified Stock in the form of additional shares of the same class of preferred stock or Disqualified Stock will not be deemed to be an incurrence of Indebtedness or an issuance of preferred stock or Disqualified Stock for purposes of this covenant.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be utilized, calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred; *provided* that if such Indebtedness is incurred to renew, refund, refinance, replace, defease or discharge other Indebtedness denominated in a foreign currency, and such renewal, refunding, refinancing, replacement, defeasance or discharge would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date thereof, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount (or accreted value, as applicable) of such Indebtedness does not exceed the principal amount (or accreted value, as applicable) of such Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged. Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that the Parent Guarantor or any of the Restricted Subsidiary may incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in exchange rates or currency values.

The amount of any Indebtedness outstanding as of any date will be:

(1) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount;

(2) with respect to contingent obligations, the maximum liability upon the occurrence of the contingency giving rise to the obligation;

(3) the principal amount of the Indebtedness, in the case of any other Indebtedness; and

(4) in respect of Indebtedness of another Person secured by a Lien on the assets of the specified Person, the lesser of (a) the Fair Market Value of such assets at the date of determination and (b) the amount of the Indebtedness of the other Person.

Limitation on Restricted Payments

The Parent Guarantor and the Issuer will not, and the Parent Guarantor will not permit any of the Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any distribution on or with respect to the Parent Guarantor's or any of the Restricted Subsidiaries' Capital Stock (other than dividends or distributions payable solely in shares of the Parent Guarantor's Capital Stock or by a Restricted Subsidiary in its Capital Stock (in each case other than Disqualified Stock or preferred stock) or in options, warrants or other rights to acquire shares of any such Capital Stock) held by Persons other than the Parent Guarantor or any Restricted Subsidiary;

(2) purchase, call for redemption or redeem, retire or otherwise acquire for value any shares of Capital Stock (or options, warrants or other rights to acquire such shares of Capital Stock) of the Parent Guarantor, any Subsidiary Guarantor or any direct or indirect parent of the Parent Guarantor held by any Persons other than the Parent Guarantor or any Restricted Subsidiary;

(3) make any voluntary or optional principal payment, or voluntary or optional redemption, repurchase, defeasance, or other acquisition or retirement for value, of Indebtedness that is subordinated in right of payment to the Notes or any Subsidiary Guarantee (excluding any intercompany Indebtedness between or among the Parent Guarantor and any of the Restricted Subsidiaries or between or among Restricted Subsidiaries) or any payment of principal, interest or premium (if any) of any Parent Structured Instrument; or

(4) make any Investment, other than a Permitted Investment;

(all such payments and other actions set forth in these clauses (1) through (4) above being collectively referred to as "**Restricted Payments**"),

if, at the time of, and after giving *pro forma* effect to, the proposed Restricted Payment:

(a) a Default has occurred and is continuing or would occur as a consequence of such Restricted Payment; and

(b) the Parent Guarantor or such Restricted Subsidiary could not incur at least U.S.$1.00 of Indebtedness under the Fixed Charge Coverage Ratio described in the first paragraph of the covenant described under the caption "*—Limitation on Indebtedness*"; or

(c) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Parent Guarantor and the Restricted Subsidiaries after the Original Issue Date, would exceed the sum, without duplication, of:

(i) 50.0% of the aggregate amount of the Consolidated Net Income of the Parent Guarantor (or, if the Consolidated Net Income is a loss, minus 100% of the amount of such loss) accrued on a cumulative basis during the period (taken as one accounting period) beginning on the first day of the quarterly period in which the Original Issue Date occurs and ending on the last day of the

Parent Guarantor's most recently ended quarterly period for which consolidated financial statements of the Parent Guarantor (which may be internal consolidated financial statements) are available; *plus*

(ii) 100% of the aggregate net cash proceeds received by the Parent Guarantor after the Original Issue Date as a capital contribution to its common equity by or from the issuance and sale of its Capital Stock (other than Disqualified Stock) to a Person who is not a Subsidiary of the Parent Guarantor, and including any net cash proceeds received upon (x) the conversion of any Indebtedness (other than subordinated Indebtedness) of the Parent Guarantor or any Restricted Subsidiary into Capital Stock (other than Disqualified Stock) of the Parent Guarantor, or (y) the exercise by a Person who is not a Subsidiary of the Parent Guarantor of any options, warrants or other rights to acquire Capital Stock of the Parent Guarantor (other than Disqualified Stock), in each case after deducting the amount of any such net cash proceeds used to redeem, repurchase, defease or otherwise acquire or retire for value any subordinated Indebtedness, Capital Stock of the Parent Guarantor or any Structured Instrument; *plus*

(iii) the amount by which Indebtedness of the Parent Guarantor or any Restricted Subsidiary is reduced on the Parent Guarantor's statement of financial position upon conversion or exchange (other than by a Subsidiary of the Parent Guarantor) subsequent to the Original Issue Date of any Indebtedness of the Parent Guarantor or any Restricted Subsidiary into Capital Stock (other than Disqualified Stock) of the Parent Guarantor (less the amount of any cash, or the Fair Market Value of any other property, distributed by the Parent Guarantor or any Restricted Subsidiary upon such conversion or exchange); *plus*

(iv) an amount equal to the net reduction in Investments (other than reductions in Permitted Investments) that were made after the Original Issue Date in any Person resulting from (A) payments of interest on Indebtedness, dividends or repayments of loans or advances by such Person, in each case to the Parent Guarantor or any Restricted Subsidiary (except, in each case, to the extent any such payment or proceeds are included in the calculation of Consolidated Net Income), (B) the unconditional release of a guarantee provided by the Parent Guarantor or any Restricted Subsidiary after the Original Issue Date of an obligation of another Person, (C) the net cash proceeds from the sale of any such Investment (except to the extent such net cash proceeds are included in the calculation of Consolidated Net Income) or (D) from redesignations of Unrestricted Subsidiaries as Restricted Subsidiaries, not to exceed, in each case, the amount of Investments made by the Parent Guarantor or a Restricted Subsidiary after the Original Issue Date in any such Person.

The preceding provisions will not prohibit:

(1) the payment of any dividend or the consummation of any irrevocable redemption within 60 days after the date of declaration of the dividend or giving of the redemption notice, as the case may be, if at the date of declaration or notice, the dividend or redemption payment would have complied with the preceding paragraph;

(2) the payment of any dividends or distributions declared, paid or made by a Restricted Subsidiary, to the holders of such Restricted Subsidiary's Capital Stock, majority of which is held, directly or indirectly through Restricted Subsidiaries, by the Issuer, on a *pro rata* basis or on a basis more favorable to the Parent Guarantor;

(3) the redemption, repurchase or other acquisition of Capital Stock of the Parent Guarantor or any Restricted Subsidiary (or options, warrants or other rights to acquire such Capital Stock) in exchange for, or out of the Net Cash Proceeds of, a substantially concurrent capital contribution or sale (other than

to a Subsidiary of the Parent Guarantor) of, shares of Capital Stock (other than Disqualified Stock) of the Parent Guarantor or such Restricted Subsidiary (or options, warrants or other rights to acquire such Capital Stock); *provided* that the amount of any such Net Cash Proceeds that are utilized for any such Restricted Payment will be excluded from clause (c)(ii) of the preceding paragraph;

(4) the declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of Disqualified Stock of the Parent Guarantor or any preferred stock of any Restricted Subsidiary existing or issued after the Original Issue Date in accordance with the covenant under the caption "*—Limitation on Indebtedness*;"

(5) the repayment, repurchase, redemption, defeasance or other acquisition or retirement for value of: (a) Indebtedness of the Issuer or any Guarantor that is contractually subordinated to the Notes or to any Guarantee with the net cash proceeds from a substantially concurrent incurrence of Permitted Refinancing Indebtedness, (b) any Structured Instrument ("**Original Structured Instrument**") with the net cash proceeds from another Structured Instrument ("**New Structured Instrument**"); *provided* that such Original Structured Instrument is fully and irrevocably repaid or redeemed no later than 180 days after the incurrence of such New Structured Instrument or (c) any Structured Instrument with the proceeds of any Equity Offering;

(6) the repurchase, redemption or other acquisition or retirement for value of any Capital Stock of the Parent Guarantor or any Restricted Subsidiaries (or options, warrants or other rights to acquire such Capital Stock) held by any future, current or former officer, director or employee of the Parent Guarantor or any direct or indirect parent entities or Restricted Subsidiaries (or any such Person's assigns, estates or heirs) pursuant to any equity subscription agreement, stock option agreement, shareholders' agreement or similar plans or other contractual arrangements or agreements; *provided* that the aggregate price paid for all such repurchased, redeemed, acquired or retired Capital Stock may not exceed U.S.$10.0 million (or the Dollar Equivalent thereof) in any fiscal year (with any unused amounts in any fiscal year being carried over to succeeding calendar years);

(7) the repurchase of Capital Stock deemed to occur upon the exercise of stock options to the extent such Capital Stock represents a portion of the exercise price of those stock options or the payment of taxes due in connection with such exercise;

(8) Restricted Payments up to an aggregate amount not to exceed U.S.$50.0 million (or the Dollar Equivalent thereof); and

(9) payments of cash, dividends, distributions, advances or other Restricted Payments by the Parent Guarantor or any of the Restricted Subsidiaries to allow the payment of cash in *lieu* of the issuance of fractional shares upon (i) the exercise of options or warrants or (ii) the conversion or exchange of Capital Stock of any such Person,

provided that, in the case of clauses (2), (3) and (4) of this paragraph, no Event of Default shall have occurred and be continuing or would occur as a consequence of the actions or payments set forth therein. Each Restricted Payment made pursuant to clause (1) of this paragraph shall be included in calculating whether the conditions of clause (3) of the second paragraph of this "*—Limitation on Restricted Payments*" covenant have been met with respect to any subsequent Restricted Payments.

The amount of all Restricted Payments (other than cash) will be the Fair Market Value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the Parent Guarantor or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The Fair Market Value of any assets or securities that are required to be valued by this covenant will be determined by the Board of Directors of the Parent Guarantor whose resolution with respect thereto will be delivered to the Trustee. The

Board of Directors' determination must be based upon an opinion or appraisal issued by an accounting, appraisal or investment banking firm of international standing if the Fair Market Value exceeds U.S.$10.0 million (or the Dollar Equivalent thereof). The Trustee shall not be liable for verifying such information regarding Fair Market Value of assets or securities delivered to it and shall not be liable to ensure that the Issuer complies with such obligation to deliver such information to it.

Not later than the date of making any Restricted Payment in excess of U.S.$10.0 million (or the Dollar Equivalent thereof) (other than Restricted Payments set forth in clause (c) of the second paragraph of this covenant), the Parent Guarantor will deliver to the Trustee an Officer's Certificate stating that such Restricted Payment is permitted and setting forth the basis upon which the calculations required by this "*—Limitation on Restricted Payments*" covenant were computed, together with a copy of any fairness opinion or appraisal required by the Indenture.

For purposes of determining compliance with this covenant, in the event that a payment or other action meets the criteria of more than one of the exceptions described in clauses (1) through (9) above, or is permitted to be made pursuant to the first paragraph of this covenant (including by virtue of qualifying as Permitted Investment), the Parent Guarantor and the Restricted Subsidiaries will be permitted to classify such payment or other action on the date of its occurrence in any manner that complies with this covenant.

Payments or other actions permitted by this covenant need not be permitted solely by reference to one provision permitting such payment or other action but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such payment or other action (including pursuant to any section of the definition of "**Permitted Investments**").

Limitation on Liens

(1) The Parent Guarantor and the Issuer will not, and the Parent Guarantor will not permit any of the Restricted Subsidiaries to, directly or indirectly, incur or permit to exist any Lien of any nature whatsoever on the Collateral (other than Permitted Liens).

(2) Subject to paragraph (3) below, the Parent Guarantor and the Issuer will not, and the Parent Guarantor will not permit any of the Restricted Subsidiaries to, directly or indirectly, incur or permit to exist any Lien (other than Permitted Liens) of any nature on any of its existing or future assets or properties of any kind (other than the Collateral and any assets or properties securing the New Facility), unless the Notes are secured equally and ratably by such Lien.

(3) In addition, none of the Issuer, BCIL and BNCL will create or permit to exist any Lien on any of its existing or future assets or properties of any kind (including their respective rights and contracts relating to intangible assets and intellectual property rights), except (x) Liens incurred for the development, manufacturing or commercialization of products in the ordinary course of business of the Issuer, BCIL and BNCL; (y) Liens on current assets securing Indebtedness incurred for working capital purposes; or (z) any statutory liens.

Impairment of Security Interest

The Parent Guarantor shall not, and shall not permit any Restricted Subsidiary to, take or omit to take any action which action or omission would, in the good faith determination of the Parent Guarantor, have the result of materially impairing the enforceability, validity, perfection or priority of the security interest with respect to the Collateral for the benefit of the Holders and the Trustee (it being understood that (i) the incurrence of Permitted Liens and (ii) the sale, lease, transfer, disposition, merger or conveyance of assets not otherwise prohibited by the Indenture, shall under no circumstances be deemed to materially impair the enforceability, validity, perfection or priority of the security interest with respect to the Collateral for the benefit of the Holders), and the Parent Guarantor shall not, and shall not permit any Restricted Subsidiary to, grant to any Person other than

the Collateral Agent and any beneficiaries of Permitted Liens, any interest whatsoever in any of the Collateral (other than pursuant to a sale, lease, transfer, disposition, merger or conveyance not otherwise prohibited by the Indenture), except that the Parent Guarantor and any Restricted Subsidiary may incur Permitted Liens and the Collateral may be discharged and released in accordance with the Indenture or the Collateral Documents; *provided*, however, that, except with respect to any discharge or release of the Collateral in accordance with the Indenture and the Collateral Documents or the incurrence of Permitted Liens, the Collateral Documents may not be amended, extended, renewed, restated, supplemented or otherwise modified or replaced without the consent of at least 75% in aggregate principal amount of Notes then outstanding if such action would be materially prejudicial to Holders, unless contemporaneously with any such action, the Parent Guarantor delivers to the Collateral Agent, either:

(a) a solvency opinion, in form and substance satisfactory to such Collateral Agent, from an independent financial advisor confirming the solvency of the grantor of the security, after giving effect to any transaction related to such amendment, extension, renewal, restatement, supplement, modification or replacement; or

(b) an Opinion of Counsel confirming that, after giving effect to any transactions related to such amendment, extension, renewal, restatement, supplement, modification or replacement, the security interest or security interests created under the Collateral Documents so amended, extended, renewed, restated, supplemented, modified or replaced are valid security interests not otherwise subject to any limitation, imperfection or new hardening period, in equity or at law, that such security interest or security interests were not otherwise subject to immediately prior to such amendment, extension, renewal, restatement, supplement, modification or replacement.

If this covenant is complied with, the Collateral Agent shall (subject to customary protections and indemnifications) consent to such amendments without the need for instructions or consent from and notice to the Holders and the Trustee.

Any creation, perfection and maintenance of security interest on the Notes shall be subject to applicable law in the relevant jurisdictions.

Limitation on Sale and Leaseback Transactions

The Parent Guarantor and the Issuer will not, and the Parent Guarantor will not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into any sale and leaseback transaction; *provided* that the Parent Guarantor, the Issuer or any other Restricted Subsidiary may enter into a sale and leaseback transaction if:

(1) the Parent Guarantor or the Restricted Subsidiary, as applicable, could have (a) incurred Indebtedness in an amount equal to the Attributable Indebtedness relating to such sale and leaseback transaction under the covenant described above under the caption "*—Limitation on Indebtedness*" and (b) incurred a Lien to secure such Indebtedness pursuant to the covenant described above under the caption "*—Limitation on Liens*;"

(2) the gross cash proceeds of that sale and leaseback transaction are at least equal to the Fair Market Value, as determined in good faith by the Parent Guarantor and set forth in an Officer's Certificate delivered to the Trustee, of the property that is the subject of that sale and leaseback transaction; and

(3) the transfer of assets in that sale and leaseback transaction is permitted by, and the Parent Guarantor or the Restricted Subsidiary, as applicable, applies the proceeds of such transaction in compliance with, the covenant described above under the caption "*—Repurchase at the Option of Holders—Asset Sales*."

Limitation on Restrictions on Distributions from Restricted Subsidiaries

The Parent Guarantor and the Issuer will not, and the Parent Guarantor will not permit any of the Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock to the Parent Guarantor or any of the Restricted Subsidiaries, or with respect to any other interest or participation in, or measured by, its profits, or pay any indebtedness owed to the Parent Guarantor or any of the Restricted Subsidiaries;

(2) make loans or advances to the Parent Guarantor or any of the Restricted Subsidiaries; or

(3) sell, lease or transfer any of its properties or assets to the Parent Guarantor or any of the Restricted Subsidiaries.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) agreements governing Existing Indebtedness as in effect on the Original Issue Date and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements; *provided* that the amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in those agreements on the Original Issue Date;

(2) agreements governing other Indebtedness permitted to be incurred under the provisions of the covenant described above under the caption "*—Limitation on Indebtedness*" and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements; *provide*d that the restrictions therein are not materially more restrictive, taken as a whole, than those contained in the Indenture, the Notes and the Guarantees or, with respect to Indebtedness under credit agreements, than those contained in agreements governing Existing Indebtedness as in effect on the Original Issue Date;

(3) applicable law, rule, regulation or order;

(4) any instrument governing Indebtedness or Capital Stock of a Person acquired by the Parent Guarantor or any of the Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness or Capital Stock was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired; *provided* that, in the case of Indebtedness, such Indebtedness was permitted by the terms of the Indenture to be incurred;

(5) customary non-assignment provisions in contracts and licenses entered into in the ordinary course of business;

(6) purchase money obligations for property acquired in the ordinary course of business and Capitalized Lease Obligations that impose restrictions on the property purchased or leased of the nature described in clause (3) of the preceding paragraph;

(7) any agreement for the sale or other disposition of a Restricted Subsidiary that restricts distributions by that Restricted Subsidiary pending its sale or other disposition;

(8) Permitted Refinancing Indebtedness; *provided* that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(9) Liens permitted to be incurred under the provisions of the covenant described above under the caption "*—Limitation on Liens*" that limit the right of the debtor to dispose of the assets subject to such Liens;

(10) provisions limiting the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements (including agreements entered into in connection with a Restricted Investment) entered into with the approval of the Parent Guarantor's Board of Directors, which limitation is applicable only to the assets that are the subject of such agreements;

(11) customary provisions in leases entered into in the ordinary course of business; and

(12) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business.

Merger, Consolidation or Sale of Assets

No Guarantor will, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not the Guarantor is the surviving corporation), or (2) sell, assign, transfer, convey or otherwise dispose of or lease all or substantially all of the properties or assets of the Guarantor and the Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

(1) either: (a) the Guarantor is the surviving corporation; or (b) the Person formed by or surviving any such consolidation or merger (if other than the Guarantor) or to which such sale, assignment, transfer, conveyance or other disposition has been made, is a corporation organized and existing under the laws of India, United Kingdom, Ireland, any member state of the European Union, any state of the United States or the District of Columbia or Malaysia;

(2) the Person formed by or surviving any such consolidation or merger (if other than the Guarantor) or the Person to which such sale, assignment, transfer, conveyance or other disposition has been made, assumes all the obligations of the Guarantor under its Guarantee and the Indenture and the Trustee shall have received from the Guarantor or such surviving Person an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, sale, assignment, transfer, conveyance or other disposition or lease complies with the applicable provisions of the Indenture and that all conditions precedent in the Indenture relating to such transaction have been satisfied;

(3) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing;

(4) immediately after giving effect to such transaction, the Person formed by or surviving any such consolidation or merger (if other than the Guarantor) would be able to incur at least an additional U.S.$1.00 of Indebtedness pursuant to the proviso in the first paragraph of the covenant described under "*—Limitation on Indebtedness*"; and

(5) no Ratings Decline will have occurred.

The Issuer will not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not the Issuer is the surviving corporation), or (2) sell, assign, transfer, convey or otherwise dispose of or lease all or substantially all of the properties or assets of the Issuer and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

(1) either: (a) the Issuer is the surviving corporation; or (b) the Person formed by or surviving any such consolidation or merger (if other than the Issuer) or to which such sale, assignment, transfer, conveyance or other disposition or lease has been made is a corporation organized and existing under the laws of

India, the United Kingdom, Ireland, any member state of the European Union, any state of the United States or the District of Columbia or Malaysia;

(2) the Person formed by or surviving any such consolidation or merger (if other than the Issuer) or the Person to which such sale, assignment, transfer, conveyance or other disposition or lease has been made assumes all the obligations of the Issuer under the Notes and the Indenture and the Trustee shall have received from the Issuer or such surviving Person an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, sale, assignment, transfer, conveyance or other disposition or lease complies with the applicable provisions of the Indenture and that all conditions precedent in the Indenture relating to such transaction have been satisfied;

(3) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; and

(4) immediately after giving effect to such transaction, the Person formed by or surviving any such consolidation or merger (if other than the Issuer) would be able to incur at least an additional U.S.$1.00 of Indebtedness pursuant to the proviso in the first paragraph of the covenant described under "—*Limitation on Indebtedness*"; and

(5) no Ratings Decline will have occurred.

This "*Merger, Consolidation or Sale of Assets*" covenant will not apply to (1) any sale or other disposition that complies with the "*—Repurchase at the Option of Holders—Asset Sales*" covenant, (2) any consolidation or merger of the Issuer or any Guarantor with and into (a) any other Guarantor or (b) (in the case of any Guarantor) the Issuer; (3) any transfer of assets pursuant to the second paragraph under "*—Security*"; *provided* that the conditions thereunder are satisfied; and (4) any Permitted Reorganization.

Limitation on Transactions with Affiliates

The Parent Guarantor and the Issuer will not, and the Parent Guarantor will not permit any Restricted Subsidiary, to enter into or conduct any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with (i) any holder of 10% or more of any class of Capital Stock of the Parent Guarantor; or (ii) any Affiliate of the Parent Guarantor or any Restricted Subsidiary (an "**Affiliate Transaction**") involving aggregate value in excess of U.S.$5.0 million (or the Dollar Equivalent thereof) unless:

(1) the Affiliate Transaction is on terms that are no less favorable to the Parent Guarantor, the Issuer or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Parent Guarantor, the Issuer or such Restricted Subsidiary with an unrelated Person; and

(2) the Parent Guarantor delivers to the Trustee:

  (a) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of U.S.$10.0 million (or the Dollar Equivalent thereof), a resolution of the Board of Directors of the Parent Guarantor set forth in an Officer's Certificate certifying that such Affiliate Transaction complies with this covenant and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors of the Parent Guarantor; and

  (b) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of U.S.$25.0 million (or the Dollar Equivalent thereof), an opinion as to the fairness to the Parent Guarantor or such Restricted Subsidiary of such Affiliate Transaction from a financial point of view or confirming that the terms of such Affiliate Transaction are no less favorable to the Parent Guarantor or the relevant Restricted Subsidiary

than terms available to or from a Person that is not an affiliate of the Parent Guarantor, in each case issued by an accounting, appraisal or investment banking firm of international standing.

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(1) any employment agreement, employee benefit plan, officer or director indemnification agreement or any similar arrangement entered into by the Parent Guarantor or any of the Restricted Subsidiaries in the ordinary course of business and payments pursuant thereto;

(2) transactions between or among the Parent Guarantor, the Issuer and/or any Restricted Subsidiary, or between or among the Restricted Subsidiaries;

(3) transactions in the ordinary course of business with a Person (other than an Unrestricted Subsidiary) that is an Affiliate of the Parent Guarantor solely because the Parent Guarantor owns, directly or through one or more of its Restricted Subsidiaries, an Equity Interest in, or controls, such Person;

(4) payment of reasonable and customary fees and reimbursements of expenses (pursuant to indemnity arrangements or otherwise) of directors, employees or consultants of the Parent Guarantor or any of the Restricted Subsidiaries;

(5) any issuance of Capital Stock (other than Disqualified Stock) of the Parent Guarantor to Affiliates of the Parent Guarantor;

(6) Restricted Payments that do not violate the provisions of the Indenture described above under the caption "*—Limitation on Restricted Payments*;"

(7) transactions undertaken pursuant to (a) any agreement or arrangement in effect on the Original Issue Date and disclosed in this Offering Memorandum (including, for the avoidance of doubt, the Shareholder Agreements and the Securities Subscription Agreements, in each case, in accordance with the terms thereof) and (b) any amendment, modification, replacement or renewal that is not materially more disadvantageous to the Parent Guarantor, any Restricted Subsidiary or Holders than such agreement or arrangement in effect on the Original Issue Date;

(8) transactions with developers, partners, customers, clients, suppliers or purchasers or sellers of goods of services that are (a) holders of 10% or more of any class of Capital Stock of the Parent Guarantor of their respective Affiliates or (b) Affiliates of the Parent Guarantor or any Restricted Subsidiary in the pharmaceutical or similar industry, in each case, in the ordinary course of business and otherwise in compliance with the terms of the Indenture and on terms that are no less favorable than those that would have been obtained in a comparable transaction with an unrelated Person; and

(9) any sale of Capital Stock (other than Disqualified Stock) of the Parent Guarantor.

Anti-Layering

The Parent Guarantor and the Issuer will not, and the Parent Guarantor will not permit any Subsidiary Guarantor to incur any Indebtedness if such Indebtedness is contractually subordinated in right of payment to any other Indebtedness of the Parent Guarantor, the Issuer or such Subsidiary Guarantor, unless such Indebtedness is also contractually subordinated in right of payment to the Notes or the applicable Guarantee, on substantially identical terms. This does not apply to distinctions between categories of Indebtedness that exist by reason of any Liens or Guarantee securing or in favor of some but not all of such Indebtedness or by virtue of some Indebtedness being secured on a junior priority basis.

Limitation on Business Activities

The Parent Guarantor and the Issuer will not, and the Parent Guarantor will not permit any of the Restricted Subsidiaries to, directly or indirectly, engage in any business other than a Permitted Business.

Use of Proceeds

The Issuer will not use the net proceeds from the sale of the Notes offered hereby for any purpose other than (1) in the approximate amounts, in the order and for the purposes specified under the caption "*—Use of Proceeds*" in this Offering Memorandum and (2) pending the application of all of such net proceeds in such manner, to invest the portion of such net proceeds not yet so applied in Cash Equivalents.

Governmental Approvals and Licenses; Compliance with Law

The Parent Guarantor and the Issuer will cause each Restricted Subsidiary to (1) obtain and maintain in full force and effect all governmental approvals, authorizations, consents, permits, concessions and licenses as are necessary to engage in Permitted Businesses; (2) preserve and maintain good and valid title to its properties and assets (including land-use rights); and (3) comply with all laws, regulations, orders, judgments and decrees of any governmental body, except, in each case, to the extent that failure so to obtain, maintain, preserve and comply would not reasonably be expected to have a material adverse effect on (a) the business or results of operations of the Parent Guarantor and its Restricted Subsidiaries taken as a whole, or (b) the ability of the Issuer and any Guarantor to perform its payment obligations under the Notes, the Guarantees or the Indenture.

Activities of the Issuer

The Parent Guarantor and the Restricted Subsidiaries will at all times own, directly or indirectly, all of the Capital Stock of the Issuer. The Issuer will not establish, incorporate or own any Subsidiary.

The Issuer will not engage in any activity except those (a) relating to the offering, sale or issuance of the Notes, (b) relating to the refinancing of the Viatris Acquisition Facility, including incurring Indebtedness in connection therewith and any refinancing of such Indebtedness incurred, (c) undertaken to fulfill any obligations under the Notes, the Indenture or the Collateral Documents or for purposes of consent solicitations or tenders for the Notes or refinancing of the Notes, (d) directly related to the establishment or maintenance of the Issuer's corporate existence (including, for the avoidance of doubt, any amendments to the Issuer's articles of association), (e) relating to any Permitted Investments in any Restricted Subsidiaries; and (f) relating to the purchase, sale and distribution of products and other ancillary activities related to the Permitted Business.

Designation of Restricted and Unrestricted Subsidiaries

The Board of Directors of the Parent Guarantor may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default or an Event of Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by the Parent Guarantor and the Restricted Subsidiaries in the Restricted Subsidiary being designated as an Unrestricted Subsidiary will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under the covenant described above under the caption "*—Restricted Payments*" or under one or more clauses of the definition of Permitted Investments, as determined by the Parent Guarantor. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. Any designation of a Restricted Subsidiary as an Unrestricted Subsidiary will be evidenced to the Trustee by filing with the Trustee a certified copy of a Board Resolution giving effect to such designation and an Officer's Certificate certifying that such designation complied with the preceding conditions and was permitted by the covenant described above under the caption "*—Restricted Payments*."

The Board of Directors of the Parent Guarantor may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided* that such designation will be deemed to be an incurrence of Indebtedness by a

Restricted Subsidiary of any outstanding Indebtedness of such Unrestricted Subsidiary, and such designation will only be permitted if (1) such Indebtedness is permitted to be incurred under the covenant described under the caption "*Limitation on Indebtedness*" and (2) no Default or Event of Default would be in existence immediately following such designation.

Suspension of Certain Covenants

If on any date following the Original Issue Date:

(1) the Notes have Investment Grade ratings from at least two Rating Agencies; and

(2) no Default or Event of Default shall have occurred and be continuing,

then, beginning on that day and subject to the provisions of the following paragraph, the covenants specifically listed under the following captions in this "Description of the Notes" will be suspended:

(1) "*—Repurchase at the Option of Holders—Asset Sales*;"

(2) "*—Limitation on Indebtedness*;"

(3) "*—Limitation on Restricted Payments*;"

(4) clauses (1)(a) and (3) of the covenant described below under the caption "*—Limitation on Sale and Leaseback Transactions.*"

(5) "*—Limitation on Restrictions on Distributions from Restricted Subsidiaries*;"

(6) "*—Limitation on Transactions with Affiliates*;"

(7) "*—Anti-Layering*;"

(8) "*—Limitation on Business Activities*;"

(9) "*—Government Approvals and Licenses; Compliance with Law*;" and

(10) "*—Designation of Restricted and Unrestricted Subsidiaries.*"

During any period that the foregoing covenants have been suspended, the Parent Guarantor's Board of Directors may not designate any of its Subsidiaries as Unrestricted Subsidiaries pursuant to the covenant described below under the caption "*—Designation of Restricted and Unrestricted Subsidiaries*".

Notwithstanding the foregoing, if on any subsequent date (the "**Reversion Date**") the Notes cease to maintain Investment Grade ratings from at least two Rating Agencies, the foregoing covenants will be reinstituted as of and from the Reversion Date. Calculations under the reinstated "Restricted Payments" covenant will be made as if the "Restricted Payments" covenant had been in effect since the Original Issue Date except that no default will be deemed to have occurred solely by reason of a Restricted Payment made while that covenant was suspended or upon the restoration of such covenant and such Restricted Payments will be deemed to have been made pursuant to the first paragraph of the "Restricted Payments" covenant. Moreover, on the Reversion Date, Indebtedness incurred while such covenants were suspended will be deemed to constitute Existing Indebtedness.

There can be no assurance that the Notes will ever achieve or maintain an Investment Grade rating.

Provision of Financial Statements and Reports

So long as any Notes are outstanding and to the extent not prohibited by applicable law, the Parent Guarantor will furnish to any Holder upon its request and to the Trustee the following documents in English:

(1) as soon as they are available, but in any event within 120 days after the end of each fiscal year of the Parent Guarantor beginning with the first fiscal year ending on the Original Issue Date, (a) the Parent Guarantor's consolidated financial statements (including balance sheet, profit and loss statement and cash flow statement) in respect of such fiscal year prepared in accordance with Ind-AS and audited by a firm of certified independent accountants and (b) an operating and financial review of the audited consolidated financial statements, including a discussion of the consolidated results of operations and financial condition; and

(2) as soon as they are available, but in any event within 75 days after the end of the semi-annual period of each fiscal year of the Parent Guarantor, the Parent Guarantor's unaudited consolidated balance sheet and profit and loss statement in respect of such semi-annual fiscal period prepared on a basis consistent with the audited consolidated balance sheet and profit and loss statement of the Parent Guarantor, together with an Officer's Certificate to the effect that such balance sheet and profit and loss statement present fairly in all material respects the financial position and financial results of the Parent Guarantor as of and for such semi-annual period;

provided that if at any time the common stock of the Parent Guarantor is listed on a stock exchange, the Parent Guarantor will additionally furnish to any Holder or beneficial owner of a Note upon its request and to the Trustee true and correct copies, in English (or if not in English, with a certified English translation), of all financial and other reports filed with such exchange, as soon as they are available but in any event not more than 10 days after such reports are filed with such exchange.

In addition, for so long as any of the Notes remain outstanding, the Parent Guarantor will furnish to the Trustee:

(a) concurrently with the annual consolidated financial statements furnished under clause (1) of the preceding paragraph, an Officer's Certificate stating (i) the Fixed Charge Coverage Ratio with respect to the four most recent fiscal quarters showing in reasonable detail the calculation of the Fixed Charge Coverage Ratio, including the arithmetic computations of each component of the Fixed Charge Coverage Ratio and (ii) the Consolidated EBITDA of all Guarantors against the Consolidated EBITDA of the Parent Guarantor and its Subsidiaries for the most recent fiscal period; and

(b) as soon as possible and in any event within 10 Business Days after the Parent Guarantor or the Issuer becomes aware or should reasonably have become aware of the occurrence of a Default or Event of Default, an Officer's Certificate setting forth the details of the Default or Event of Default, and the action which the Parent Guarantor or the Issuer proposes to take with respect thereto.

Delivery of the above reports to the Trustee is for informational purposes only and the Trustee's receipt of such reports will not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's or any other parties' compliance with any of its covenants in the Indenture (as to which the Trustee will be entitled to rely exclusively on Officer's Certificates that are delivered).

Events of Default and Remedies

Each of the following is an "**Event of Default**":

(1) default for 30 consecutive days in the payment when due of interest, if any, on the Notes;

(2) default in the payment when due (at maturity, upon redemption or otherwise) of the principal of, or premium, if any, on, the Notes;

(3) failure by the Parent Guarantor or any of the Restricted Subsidiaries to comply with the provisions described under the caption "*—Certain Covenants—Merger, Consolidation or Sale of Assets*," or in respect of the Issuer's obligations to make a Change of Control Offer or an Asset Sale Offer;

(4) failure by the Parent Guarantor or any of the Restricted Subsidiaries for 60 consecutive days after notice to the Issuer by the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding voting as a single class to comply with any of the other agreements in the Indenture;

(5) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Parent Guarantor or any of the Restricted Subsidiaries (or the payment of which is guaranteed by the Parent Guarantor or any of the Restricted Subsidiaries), whether such Indebtedness or Guarantee now exists, or is created after the Original Issue Date, if that default:

(a) is caused by a failure to pay principal of, premium, if any, or interest, if any, on, such Indebtedness after the expiration of any grace period provided in such Indebtedness on the date of such default (a "**Payment Default**"); or

(b) results in the acceleration of such Indebtedness prior to its Stated Maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates U.S.$45.0 million (or the Dollar Equivalent thereof) or more;

(6) failure by the Parent Guarantor or any of the Restricted Subsidiaries to pay final judgments entered by a court or courts of competent jurisdiction aggregating U.S.$45.0 million (or the Dollar Equivalent thereof) or more, which judgments are not paid or discharged within 60 days, unless a stay of enforcement, by means of a pending appeal or otherwise, is in effect;

(7) except as permitted by the Indenture, any Guarantee is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect, or any Guarantor, or any Person acting on behalf of any Guarantor, denies or disaffirms its obligations under its Guarantee;

(8) one or more involuntary cases or other proceedings commenced against the Issuer, the Parent Guarantor or any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together as of the latest audited consolidated financial statements of the Parent Guarantor, would constitute a Significant Subsidiary, with respect to it or its debts under any applicable bankruptcy, insolvency or other similar law seeking the appointment of a receiver, trustee, etc. and remains undismissed or unstayed for 60 consecutive days;

(9) the Issuer, the Parent Guarantor or any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together as of the latest audited consolidated financial statements of the Parent Guarantor, would constitute a Significant Subsidiary:

(a) commences a voluntary case under any bankruptcy or other similar law, or consents to the entry of an order for relief in an involuntary case,

(b) consents to the appointment of a receiver, trustee, liquidator or similar official, or

(c) effects any general assignment for the benefit of a creditor;

(10) the repudiation by the Parent Guarantor and/or BUK of any of their respective obligations under the Collateral Documents or any of the Collateral Documents ceases to be or is not in full force or effect, or the Collateral Agent ceases to have the prescribed priority of security interest in any of the applicable Collateral; or

(11) the failure by the Parent Guarantor and/or BUK to create and perfect a security interest over the applicable Collateral for securing the obligations with respect to the Notes and the performance of all other obligations of the Issuer under the Indenture and the Notes in the manner described under "—*Security*".

In the case of an Event of Default specified in clauses (8) and (9), all outstanding Notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the then outstanding Notes may, and the Trustee at the request of such Holders shall, subject to being indemnified and/or secured and/or pre-funded to its satisfaction by such Holders, by written notice to the Issuer declare all the Notes to be due and payable immediately.

If an Event of Default occurs and is continuing, the Trustee may pursue, in its own name or as trustee of an express trust (including by giving appropriate instructions to the Collateral Agent), any available remedy by proceeding at law or in equity to collect any payment of principal and interest on the Notes that is due or to enforce the performance of any provision of the Notes or the Indenture, including, but not limited to, directing the Collateral Agent to initiate a foreclosure on the Collateral in accordance with the terms of the Collateral Documents, and take such further action on behalf of the Holders with respect to the Collateral in accordance with such Holders' instruction and the Collateral Documents.

The Trustee and/or Collateral Agent may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding.

Subject to certain limitations, Holders of a majority in aggregate principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power.

Subject to the provisions of the Indenture relating to the duties of the Trustee, in case an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under the Indenture or the Collateral Documents at the request or direction of any Holders or to expend its own funds in following such direction unless such Holders have provided to the Trustee indemnity and/or security and/or pre-funding to its satisfaction against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium, if any, or interest, if any, when due, no Holder may pursue any remedy with respect to the Indenture or the Notes, or give any instruction to the Collateral Agent for enforcement of the Collateral, unless:

(1) such Holder has previously given the Trustee written notice that an Event of Default is continuing;

(2) Holders of at least 25% in aggregate principal amount of the then outstanding Notes make a written request to the Trustee to pursue the remedy;

(3) such Holder or Holders provide to the Trustee security and/or indemnity and/or pre-funding reasonably satisfactory to the Trustee against any cost, loss, liability or expense;

(4) the Trustee does not comply with such request within 60 days after receipt of the written request and the provision of security and/or indemnity and/or pre-funding; and

(5) during such 60-day period, Holders of a majority in aggregate principal amount of the then outstanding Notes do not give the Trustee a direction that is inconsistent with such request.

The Holders of a majority in aggregate principal amount of the then outstanding Notes by written notice to the Trustee may, on behalf of the Holders of all of the Notes, rescind an acceleration or waive any existing Default or Event of Default and its consequences under the Indenture, if the rescission would not conflict with any judgment or decree, except a continuing Default or Event of Default in the payment of principal of, premium, if any, or interest, if any, on the Notes.

For the avoidance of any doubt, the Holders' right to enforce under (i) any Guarantee and/or (ii) the Collateral may be exercised as soon as the Notes become due and payable (whether as a result of an acceleration by the Holders or from an automatic acceleration or payment default at maturity) and such right to enforce under (i) and (ii) may be exercised concurrently or separately.

No Payments for Consent

The Parent Guarantor will not, and will not permit any of the Restricted Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the Indenture or the Notes unless such consideration is offered to be paid and is paid to all Holders of the Notes that so consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement. Notwithstanding the foregoing, any payment of consideration for, or as an inducement to, any such consent, waiver or amendment in connection with an exchange offer may exclude (i) Holders or beneficial owners of the Notes that are not "qualified institutional buyers" as defined in Rule 144A under the Securities Act and (ii) Holders or beneficial owners of the Notes in any jurisdiction (other than the United States) where (a) the inclusion of such Holders or beneficial owners would require the Parent Guarantor or any such Restricted Subsidiary to comply with the registration requirements or other similar requirements under any securities laws of such jurisdiction, or (b) the solicitation of such consent, waiver or amendment from, or the granting of such consent or waiver, or the approval of such amendment by, Holders or beneficial owners in such jurisdiction would be unlawful, in each case as determined by the Parent Guarantor in its sole discretion.

Listing of the Notes

Approval-in-principle has been received from the SGX-ST for the listing of and quotation for the Notes on the Official List of the SGX-ST. The Notes will trade on the SGX-ST in a minimum board lot size of not less than U.S.$200,000 as long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or information contained in this Offering Memorandum. Admission of the Notes to and quotation of the Notes on the Official List of the SGX-ST are not to be taken as an indication of the merits of the Issuer, the Guarantors, their respective Subsidiaries or associated companies (if any), the Guarantees or the Notes.

For so long as any Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Issuer shall appoint and maintain a paying agent in Singapore, where the Notes may be presented or surrendered for payment or redemption, in the event that a Global Note is exchanged for definitive Notes. In addition, in the event that a Global Note is exchanged for definitive Notes, an announcement of such exchange will be made by or on behalf of the Issuer through the SGX-ST and such announcement will include all material information with respect to the delivery of the definitive Notes, including details of the paying agent in Singapore.

The Issuer and the Parent Guarantor will use their commercially reasonable efforts to maintain the listing of the Notes on the Official List of the SGX-ST as long as the Notes are outstanding. If at any time the Issuer and the Parent Guarantor determine that they will not maintain such listing, they will obtain prior to the delisting of the Notes from the Official List of the SGX-ST, and thereafter use their best efforts to maintain, a listing of the Notes on another internationally recognized stock exchange.

No Personal Liability of Directors, Employees and Stockholders

No director, employee, officer, incorporator or stockholder of the Issuer or any Guarantor, as such, will have any liability for any obligations of the Issuer or the Guarantors under the Notes, the Indenture, the Collateral Documents or the Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation.

Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes and the Guarantees.

Legal Defeasance and Covenant Defeasance

The Issuer may at any time, at the option of its Board of Directors evidenced by a resolution set forth in an Officer's Certificate, elect to have all of its obligations discharged with respect to the outstanding Notes and all obligations of the Guarantors discharged with respect to the Guarantees ("**Legal Defeasance**") except for:

(1) the rights of Holders of outstanding Notes to receive payments in respect of the principal of, premium, if any, or interest, if any, on, such Notes when such payments are due from the trust referred to below;

(2) the Issuer's obligations with respect to the Notes concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the Trustee under the Indenture, and the Issuer's and the Guarantors' obligations in connection therewith; and

(4) the Legal Defeasance and Covenant Defeasance provisions of the Indenture.

In addition, the Issuer may, at its option and at any time, elect to have the obligations of the Issuer and the Guarantors released with respect to certain covenants (including its obligation to make Change of Control Offers and Asset Sale Offers) that are described in the Indenture ("**Covenant Defeasance**") and thereafter any omission to comply with those covenants will not constitute a Default or Event of Default with respect to the Notes. In the event Covenant Defeasance occurs, all Events of Default described under "*—Events of Default and Remedies*" (except those relating to payments on the Notes or bankruptcy or insolvency events) will no longer constitute an Event of Default with respect to the Notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the Issuer must irrevocably deposit with the Trustee (or another entity designated by the Trustee for such purpose), in trust, for the benefit of the Holders, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in amounts as will be sufficient, in the opinion of an internationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay the principal of, premium, if any, and interest, if any, on, the outstanding Notes on the stated date for payment thereof or on the applicable redemption date, as the case may be, and the Issuer must specify whether the Notes are being defeased to such stated date for payment or to a particular redemption date;

(2) the Issuer must deliver to the Trustee:

   (a) in the case of Legal Defeasance, an Opinion of Counsel of recognized standing stating that (i) the Issuer has received from, or there has been published by, the U.S. Internal Revenue Service a ruling, or (ii) since the Original Issue Date, there has been a change in applicable U.S. federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the beneficial owners of the outstanding Notes will not recognize income, gain or loss for

U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred; and

(b) in the case of Covenant Defeasance, an Opinion of Counsel of recognized standing confirming that the beneficial owners of the outstanding Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(3) no Default or Event of Default has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit (and any similar concurrent deposit relating to other Indebtedness), and the granting of Liens to secure such borrowing);

(4) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than the Indenture and the agreements governing any other Indebtedness being defeased, discharged or replaced) to which the Issuer or any Guarantor is a party or by which the Issuer or any Guarantor is bound;

(5) the Issuer must deliver to the Trustee an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of preferring the Holders over the other creditors of the Issuer with the intent of defeating, hindering, delaying or defrauding any creditors of the Issuer or others; and

(6) the Issuer must deliver to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Amendment, Supplement and Waiver

Except as provided in the next two succeeding paragraphs, the Indenture, the Notes, the Collateral Documents and the Guarantees may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes voting as a single class (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes), and any existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium, if any, or interest, if any, on, the Notes, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of the Indenture, the Notes, the Collateral Documents and the Guarantees may be waived with the consent of the Holders of a majority in aggregate principal amount of the then outstanding Notes voting as a single class (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes).

Without the consent of Holders holding at least 90.0% in aggregate principal amount of the then outstanding Notes, an amendment, supplement or waiver may not (with respect to any Notes held by a non-consenting Holder):

(1) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of, or change the fixed maturity of, any Note, or alter or waive any of the provisions with respect to the redemption of the Notes (except those provisions relating to the covenants described above under the caption "*—Repurchase at the Option of Holders*");

(3) reduce the rate of, or change the time for payment of, interest, including default interest, on any Note;

(4) waive a Default or Event of Default in the payment of principal of, premium, if any, or interest, if any, on, the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the then outstanding Notes and a waiver of the payment default that resulted from such acceleration);

(5) make any Note payable in money other than that stated in the Notes;

(6) make any change in the provisions of the Indenture relating to waivers of past Defaults or the rights of Holders to receive payments of principal of, premium, if any, or interest, if any, on, the Notes;

(7) make any change in the obligations of the Issuer and the Guarantors to pay Additional Amounts or their obligations under "*—Indemnification for Judgment Currency*" below;

(8) waive a redemption payment with respect to any Note (other than a payment required by one of the covenants described above under the caption "*– Repurchase at the Option of Holders*");

(9) release any Guarantor from any of its obligations under its Guarantee or the Indenture, except in accordance with the terms of the Indenture; or

(10) make any change in the preceding amendment and waiver provisions.

In addition, any amendment, restatement, modification or supplement to the Collateral Documents to release any Collateral except as set forth under the caption "*—Security*", and except as provided in the Indenture, the Intercreditor Agreement and the Collateral Documents will require the consent of the holders of at least 75% in aggregate principal amount of Notes then outstanding.

Notwithstanding the preceding, without the consent of any Holder, the Issuer, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes, the Guarantees, the Collateral Documents and the Intercreditor Agreement:

(1) to cure any ambiguity, omission, defect or inconsistency;

(2) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(3) to provide for the assumption of the Issuer's or a Guarantor's obligations to Holders under the Notes and the Guarantees in the case of a merger or consolidation or sale of all or substantially all of the Issuer's or such Guarantor's assets, as applicable;

(4) to make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the legal rights under the Indenture of any Holder;

(5) to conform the text of the Indenture, the Notes, the Collateral Documents or the Guarantees to any provision of this "*Description of the Notes*" to the extent that such provision in this "Description of the Notes" was intended to be a verbatim recitation of a provision of the Indenture, the Notes, the Collateral Documents or the Guarantees, which intent may be evidenced by an Officer's Certificate to that effect;

(6) to add any Subsidiary Guarantor and allow any Guarantor to execute a supplemental Indenture and/or a Guarantee with respect to the Notes;

(7) to provide for the assumption of the Parent Guarantor's or the Issuer's obligations by a successor to the Parent Guarantor or the Issuer in accordance with the "*Merger, Consolidation and Sale of Assets*" covenant;

(8) to enter into additional or supplemental collateral documents or to release Collateral from a Lien of the Indenture or applicable Collateral Document in accordance with the terms of the Indenture or applicable Collateral Document;

(9) to provide for a successor Trustee or Agent in accordance with the terms of the Indenture or a successor Collateral Agent in accordance with the terms of the Indenture, the Collateral Documents and the Intercreditor Agreement; or

(10) to comply with the requirements of DTC, Euroclear or Clearstream.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect as to all Notes issued thereunder, when:

(1) either:

(a) all Notes that have been authenticated, except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has been deposited in trust and thereafter repaid to the Issuer, have been delivered to the Trustee for cancellation; or

(b) all Notes that have not been delivered to the Trustee for cancellation have become due and payable by reason of the sending of a notice of redemption or otherwise or will become due and payable within one year (including by way of redemption) and the Issuer or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in amounts as will be sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire Indebtedness on the Notes not delivered to the Trustee for cancellation for principal of, premium, if any, and interest, if any, on, the Notes to the date of maturity or redemption;

(2) in respect of clause (1)(b), no Default or Event of Default has occurred and is continuing on the date of the deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit and any similar deposit relating to other Indebtedness and, in each case, the granting of Liens to secure such borrowings) and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which the Issuer or any Guarantor is a party or by which the Issuer or any Guarantor is bound (other than with respect to the borrowing of funds to be applied concurrently to make the deposit required to effect such satisfaction and discharge and any similar concurrent deposit relating to other Indebtedness, and in each case the granting of Liens to secure such borrowing);

(3) the Issuer and the Guarantors have paid or caused to be paid all sums payable by them under the Indenture; and

(4) the Issuer has delivered irrevocable instructions to the Trustee to apply the deposited money toward the payment of the Notes at maturity or on the redemption date, as the case may be.

In addition, the Issuer must deliver an Officer's Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Unclaimed Money

Claims against the Issuer or any Guarantor for payment of principal, of, premium, if any, or interest, on the Notes will become void unless presentation for payment is made as required in the Indenture within a period of six years.

Indemnification for Judgment Currency

The obligations of the Issuer and the Guarantors to any Holder or the Trustee under the Indenture, the Notes, the Collateral Documents or the Guarantees will, notwithstanding any judgment in a currency (the "**Judgment Currency**") other than U.S. dollars, be discharged only to the extent that on the day following receipt by such party of any amount in the Judgment Currency, such party may in accordance with normal banking procedures purchase U.S. dollars with the Judgment Currency.

If the amount of U.S. dollars so purchased is less than the amount originally to be paid to such party in U.S. dollars, the Issuer and the Guarantors, jointly and severally, agree as a separate obligation and notwithstanding such judgment, to the extent permitted by applicable law, to pay the difference.

If the amount of U.S. dollars so purchased exceeds the amount originally to be paid to such party, such party agrees to pay to or for the account of such payor such excess; *provided, however*, that such party shall not have any obligation to pay any such excess as long as an Event of Default has occurred and is continuing, in which case such excess may be applied by such party to such obligations.

Concerning the Trustee

Citicorp International Limited, is appointed as Trustee and Citibank, N.A., London Branch is appointed as paying agent (the "**Paying Agent**") and registrar (the "**Registrar**") and transfer agent (the "**Transfer Agent**," and together with the Paying Agent and the Registrar, the "**Agents**") with regard to the Notes. Except during the continuance of a Default, the Trustee will not be liable, except for the performance of such duties as are specifically set forth in the Indenture.

The Trustee will be permitted to engage in other transactions, including normal banking and trustee relationships, with the Issuer, or any Affiliate of the Issuer; however, if it acquires any conflicting interest it must eliminate such conflict within 90 days or resign.

The Holders of a majority in aggregate principal amount of the then outstanding Notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee, subject to certain exceptions and subject to the provision of indemnification and/or security and/or prefunding to the Trustee. The Indenture provides that in case an Event of Default has occurred and is continuing, the Trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. Subject to such provisions, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture or the Collateral Documents at the request of any Holder, unless such Holder has indemnified and/or secured and/or pre-funded the Trustee to its satisfaction against any loss, liability or expense. Furthermore, each Holder, by accepting the Notes will agree, for the benefit of the Trustee, that it is solely responsible for its own independent appraisal of and investigation into all risks arising under or in connection with the Indenture and has not relied on and will not at any time rely on the Trustee in respect of such risks.

Governing Law, Consent to Jurisdiction and Service of Process

The Notes, the Guarantees and the Indenture provide that they are to be governed by, and construed in accordance with, the laws of the State of New York.

The Issuer and the Guarantors have irrevocably submitted to the jurisdiction of any New York state or U.S. federal court located in the Borough of Manhattan in the City of New York in relation to any legal suit, action or proceeding arising out of, related to or in connection with the Indenture, the Notes and the Guarantees.

The Issuer and the Guarantors have appointed Cogency Global Inc. as their agent for service of process in any such legal suit, action or proceeding.

The Collateral Documents provide that they are to be governed by, and construed in accordance with, the laws of England and Ireland (as applicable).

Additional Information

Anyone who receives this Offering Memorandum may obtain a copy of the Indenture and, once executed, the Collateral Documents, without charge by writing to the Issuer.

Book-Entry, Delivery and Form

The Notes are being offered and sold to qualified institutional buyers in reliance on Rule 144A under the Securities Act ("**Rule 144A Notes**"). The Notes are also being offered and sold in offshore transactions in reliance on Regulation S under the Securities Act ("**Regulation S Notes**"). Except as set forth below, the Notes will be issued in registered, global form in minimum denominations of U.S.$200,000 and integral multiples of U.S.$1,000 in excess thereof. Notes will be issued at the closing of this offering only against payment in immediately available funds.

Rule 144A Notes initially will be represented by one or more Notes in registered, global form without interest coupons (collectively, the "Rule 144A Global Notes"). Regulation S Notes initially will be represented by one or more Notes in registered, global form without interest coupons (collectively, the "Regulation S Global Notes" and, together with the Rule 144A Global Notes, the "**Global Notes**"). The Global Notes will be deposited upon issuance with a custodian for The Depository Trust Company ("**DTC**"), in New York, New York, and registered in the name of DTC or its nominee, in each case, for credit to an account of a direct or indirect participant in DTC as described below. Beneficial interests in the Rule 144A Global Notes may not be exchanged for beneficial interests in the Regulation S Global Notes at any time except in the limited circumstances described below. See "*—Exchanges between Regulation S Notes and Rule 144A Notes*."

Except as set forth below, the Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Notes may not be exchanged for definitive Notes in registered certificated form ("**Definitive Notes**") except in the limited circumstances described below. See "*—Exchange of Global Notes for Definitive Notes*." Except in the limited circumstances described below, owners of beneficial interests in the Global Notes will not be entitled to receive physical delivery of Notes in certificated form.

Rule 144A Notes (including beneficial interests in the Rule 144A Global Notes) will be subject to certain restrictions on transfer and will bear a restrictive legend as described under "*Transfer Restrictions*." Regulation S Notes will also bear the legend as described under "*Transfer Restrictions*." Transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including, if applicable, those of Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream**")), which may change from time to time.

Depository Procedures

The following description of the operations and procedures of DTC, Euroclear and Clearstream are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. The Issuer, the Trustee and the Agents take no responsibility for these operations and procedures and urges investors to contact the system or their participants directly to discuss these matters.

DTC has advised the Issuer that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "**Participants**") and to facilitate the clearance and settlement of transactions in those securities between the Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the initial purchaser), banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "**Indirect Participants**"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

DTC has also advised the Issuer that, pursuant to procedures established by it:

(1) upon deposit of the Global Notes, DTC will credit the accounts of the Participants designated by the initial purchasers with portions of the principal amount of the Global Notes; and

(2) ownership of these interests in the Global Notes will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interest in the Global Notes).

Investors in the Rule 144A Global Notes who are Participants may hold their interests therein directly through DTC. Investors in the Rule 144A Global Notes who are not Participants may hold their interests therein indirectly through organizations (including Euroclear and Clearstream) which are Participants. Investors in the Regulation S Global Notes may hold their interests therein through Euroclear or Clearstream, if they are participants in such systems, indirectly through organizations that are participants therein, or through Participants in the DTC system other than Euroclear and Clearstream.

Euroclear and Clearstream will hold interests in the Regulation S Global Notes on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositories. All interests in a Global Note, including those held through Euroclear or Clearstream, may be subject to the procedures and requirements of DTC. Those interests held through Euroclear or Clearstream may also be subject to the procedures and requirements of such systems. The laws of some states require that certain Persons take physical delivery in definitive form of securities that they own.

Consequently, the ability to transfer beneficial interests in a Global Note to such Persons will be limited to that extent. Because DTC can act only on behalf of the Participants, which in turn act on behalf of the Indirect Participants, the ability of a Person having beneficial interests in a Global Note to pledge such interests to Persons that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

Except as described below, owners of interests in the Global Notes will not have Notes registered in their names, will not receive physical delivery of Notes in certificated form and will not be considered the registered owners or "Holders" thereof under the Indenture for any purpose.

Payments in respect of the principal of, and interest and premium, if any, on, a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered Holder under the Indenture. Under the terms of the Indenture, the Issuer, the Trustee and the Agents will treat the Persons in whose names the Notes, including the Global Notes, are registered as the owners of the Notes for the purpose of receiving payments and for all other purposes. Consequently, none of the Issuer, the Trustee, the Agents or any agent of the Issuer, the Trustee or the Agents has or will have any responsibility or liability for:

(1) any aspect of DTC's records or any Participant's or Indirect Participant's records relating to or payments made on account of beneficial ownership interest in the Global Notes or for maintaining, supervising or reviewing any of DTC's records or any Participant's or Indirect Participant's records relating to the beneficial ownership interests in the Global Notes; or

(2) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised the Issuer that its current practice, upon receipt of any payment in respect of securities such as the Notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe that it will not receive payment on such payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of Notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the Trustee, the Agents or the Issuer. None of the Issuer, the Agents or the Trustee will be liable for any delay by DTC or any of the Participants or the Indirect Participants in identifying the beneficial owners of the Notes, and the Issuer, the Agents and the Trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Subject to the transfer restrictions set forth under "*Transfer Restrictions*," transfers between the Participants will be effected in accordance with DTC's procedures, and will be settled in same-day funds, and transfers between participants in Euroclear and Clearstream will be effected in accordance with their respective rules and operating procedures. Subject to compliance with the transfer restrictions applicable to the Notes described herein, cross-market transfers between the Participants, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by their respective depositaries; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Note in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream.

DTC has advised the Issuer that it will take any action permitted to be taken by a Holder only at the direction of one or more Participants to whose account DTC has credited the interests in the Global Notes and only in respect of such portion of the aggregate principal amount of the Notes as to which such Participant or Participants has or have given such direction. However, if there is an Event of Default under the Notes, DTC reserves the right to exchange the Global Notes for legended Notes in certificated form, and to distribute such Notes to its Participants.

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures to facilitate transfers of interests in the Rule 144A Global Notes and the Regulation S Global Notes among participants in DTC, Euroclear and Clearstream, they are under no obligation to perform or to continue to perform such procedures, and may discontinue such procedures at any time. None of the Issuer, the Trustee, the Agents or any of their respective agents will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Exchange of Global Notes for Definitive Notes

A Global Note is exchangeable for Definitive Notes if:

(1) DTC (a) notifies the Issuer that it is unwilling or unable to continue as depositary for the Global Notes or (b) has ceased to be a clearing agency registered under the Exchange Act and, in either case, a successor depositary is not appointed; or

(2) if a beneficial owner of a Note requests such exchange in writing through DTC following a Default or Event of Default with respect to the Notes which has occurred and is continuing.

Beneficial interests in a Global Note may be exchanged for Definitive Notes upon prior written notice given to the Trustee by or on behalf of DTC in accordance with the Indenture. In all cases, Definitive Notes delivered in exchange for any Global Note or beneficial interests in Global Notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depositary (in accordance with its customary procedures) and will bear the applicable restrictive legend referred to in "*Transfer Restrictions*" unless that legend is not required by applicable law.

Exchange of Definitive Notes for Global Notes

Definitive Notes may not be exchanged for beneficial interests in any Global Note unless the transferor first delivers to the Transfer Agent a written certificate (in the form provided in the Indenture) to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such Notes. See "*Transfer Restrictions*."

Exchanges between Regulation S Notes and Rule 144A Notes

Beneficial interests in a Rule 144A Global Note may be transferred to a Person who takes delivery in the form of an interest in the Regulation S Global Note only if the transferor first delivers to the Transfer Agent a written certificate (in the form provided in the Indenture) to the effect that such transfer is being made in accordance with Rule 903 or 904 of Regulation S or Rule 144 (if available).

Transfers involving exchanges of beneficial interests between the Regulation S Global Notes and the Rule 144A Global Notes will be effected by DTC by means of an instruction originated by the Transfer Agent through the DTC Deposit/Withdrawal at Custodian system. Accordingly, in connection with any such transfer, appropriate adjustments will be made to reflect a decrease in the principal amount of the Regulation S Global Note and a corresponding increase in the principal amount of the Rule 144A Global Note or vice versa, as applicable. Any beneficial interest in one of the Global Notes that is transferred to a Person who takes delivery in the form of an interest in the other Global Note will, upon transfer, cease to be an interest in such Global Note and will become an interest in the other Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such other Global Note for so long as it remains such an interest.

Same-Day Settlement and Payment

The Issuer will make payments in respect of the Notes represented by the Global Notes (including principal, premium, if any, interest and, if any) by wire transfer of immediately available funds to the accounts specified by DTC or its nominee. The Issuer will make all payments of principal, interest and premium, if any, with respect to Definitive Notes by wire transfer of immediately available funds to the accounts specified by the Holders of the Definitive Notes.

The Notes represented by the Global Notes are expected to be eligible to trade in DTC's same-day funds settlement system, and any permitted secondary market trading activity in such Notes will, therefore, be required by DTC to be settled in immediately available funds. The Issuer expects that secondary trading in any Definitive Notes will also be settled in immediately available funds. Because of time zone differences, the

securities account of a Euroclear or Clearstream participant purchasing an interest in a Global Note from a Participant will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a Business Day for Euroclear and Clearstream) immediately following the settlement date of DTC. DTC has advised the Issuer that cash received in Euroclear or Clearstream as a result of sales of interests in a Global Note by or through a Euroclear or Clearstream participant to a Participant will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the Business Day for Euroclear or Clearstream following DTC's settlement date.

Notices

All notices to Holders of Notes will be validly given if electronically delivered or mailed to them at their respective addresses in the register of the Holders, if any, maintained by the registrar. For so long as any Notes are represented by global notes, all notices to Holders will be delivered to DTC in accordance with the applicable procedures of DTC, delivery of which shall be deemed to satisfy the requirements of this paragraph, which will give such notices to the Holders of book-entry interests.

Each such notice shall be deemed to have been given on the date of such publication or, if published more than once on different dates, on the first date on which publication is made; provided that, if notices are mailed, such notice shall be deemed to have been given on the earlier of such publication and the fifth day after being so mailed. Any notice or communication mailed to a Holder shall be mailed to such Person by first-class mail or other equivalent means and shall be sufficiently given to such Holder if so mailed within the time prescribed. Failure to electronically deliver or mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is electronically delivered or mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Certain Definitions

Set forth below are certain defined terms used in the Indenture. Reference is made to the Indenture for a full disclosure of all defined terms used therein, as well as any other capitalized terms used herein for which no definition is provided.

"**Acquired Indebtedness**" means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Restricted Subsidiary of, such specified Person; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"**Affiliate**" of any specified Person means any other Person (1) directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person, (2) who is a director or officer of such specified Person or any Subsidiary of such specified Person or of any Person referred to in clause (1), or (3) who is a spouse, child, parent, sibling, grandchild, grandparent, uncle, aunt, nephew or niece of a Person described in clause (1) or (2). For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; *provided* that beneficial ownership of 10% or more of the Voting Stock of a Person will be deemed to be control. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"**Applicable Premium**" means, with respect to any Note on any redemption date, the greater of:

(1) 1.0% of the principal amount of the Note; or

(2) the excess of:

(a) the present value at such redemption date of (i) the redemption price of the Note at October 9, 2026 (such redemption price being set forth in the table appearing above under the caption "*—Optional Redemption*") plus (ii) all required interest payments due on the Note through October 9, 2026 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

(b) the principal amount of the Note.

"**Asset Acquisition**" means (1) an investment by the Parent Guarantor or any Restricted Subsidiary in any other Person pursuant to which such Person shall become a Restricted Subsidiary or shall be merged into or consolidated with the Parent Guarantor or any Restricted Subsidiary; or (2) an acquisition by the Parent Guarantor or any Restricted Subsidiary of the property and assets of any Person other than the Parent Guarantor or any Restricted Subsidiary that constitute substantially all of a division or line of business of such Person.

"**Asset Disposition**" means the sale or other disposition by the Parent Guarantor or any Restricted Subsidiary (other than to the Parent Guarantor or another Restricted Subsidiary) of (1) all or substantially all of the Capital Stock of any Restricted Subsidiary; or (2) all or substantially all of the assets that constitute a division or line of business of the Parent Guarantor or any Restricted Subsidiary.

"**Asset Sale**" means:

(1) the sale, transfer, lease, conveyance or other disposition of any assets or rights by the Parent Guarantor or any of the Restricted Subsidiaries; *provided* that the sale, lease, conveyance or other disposition of all or substantially all of the assets of the Parent Guarantor and the Restricted Subsidiaries taken as a whole will be governed by the provisions of the Indenture described above under the caption "*—Repurchase at the Option of Holders—Change of Control*" and/or the provisions described above under the caption "*—Certain Covenants—Merger, Consolidation or Sale of Assets*" and not by the provisions of the Asset Sale covenant; and

(2) the issuance of Equity Interests by any of the Restricted Subsidiaries or the sale by the Parent Guarantor or any of the Restricted Subsidiaries of Equity Interests in any of the Parent Guarantor's Subsidiaries.

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

(1) any single transaction or series of related transactions that involves assets having a Fair Market Value of less than U.S.$10.0 million (or the Dollar Equivalent thereof);

(2) a transfer of assets between or among the Parent Guarantor and the Restricted Subsidiaries;

(3) an issuance of Equity Interests by a Restricted Subsidiary to the Parent Guarantor or to another Restricted Subsidiary;

(4) the sale, lease, divestiture or other disposition of damaged, worn-out or obsolete assets or assets that are otherwise unsuitable for use, in each case in the ordinary course of business (including the abandonment or other disposition of property that is, in the reasonable judgment of the Parent Guarantor, no longer economically practicable to maintain or useful in the conduct of the business of the Parent Guarantor and the Restricted Subsidiaries taken as whole);

(5) any surrender or waiver of contract rights or settlement, release, recovery on or surrender of contract, tort or other claims in the ordinary course of business;

(6) the granting of Liens not prohibited by the covenant described above under the caption "*—Liens*;"

(7) the sale or other disposition of cash or Cash Equivalents;

(8) any transfer, assignment, grant of licenses, sub-licenses, grants, assignments, leases and sub-leases (as lessee, sublessee, lessor, sublessor, licensee, sublicensee, licensor, sub-licensor or grantee) of molecules, biosimilars, products, brands, software, patents, trademarks, know-how or any other intellectual property, general intangibles or other property (including real or tangible property) in the ordinary course of business; and

(9) a Restricted Payment that does not violate the covenant described above under the caption "*—Certain Covenants – Restricted Payments*" or a Permitted Investment.

"**Attributable Indebtedness**" in respect of a sale and leaseback transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP; *provided, however*, that if such sale and leaseback transaction results in a Capitalized Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of "Capitalized Lease Obligation."

"**Beneficial Owner**" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"**Board of Directors**" means:

(1) with respect to the Parent Guarantor, the Issuer or any corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

(2) with respect to any other limited liability company, the managing member or members or any controlling committee of managing members thereof;

(3) with respect to a partnership, the Board of Directors of the general partner of the partnership; and

(4) with respect to any other Person, the board or committee of such Person serving a similar function.

"**Board Resolution**" means any resolution of the Board of Directors taking an action which it is authorized to take and (i) adopted at a meeting duly called and held at which a quorum of members (if so required) was present and acting throughout or (ii) adopted by written resolution of a majority of the members of the Board of Directors.

"**Business Day**" means any day other than a Legal Holiday.

"**Capital Stock**" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person,

but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

"**Capitalized Lease Obligation**" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet prepared in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

"**Cash Equivalents**" means:

(1) direct obligations of the United States of America, Hong Kong, Singapore, a member state of the European Union, Canada or the Republic of India, or, in each case, any agency of either of the foregoing or obligations fully and unconditionally Guaranteed by such country or any agency of the foregoing, in each case maturing within one year;

(2) demand or time deposit accounts, certificates of deposit and money market deposits maturing within one year of the date of acquisition thereof issued by a bank, trust company or other financial institution that is organized under the laws of the United States of America or India or any other bank, trust company or financial institution which is authorized to carry on business in India and which bank, trust company or financial institution (x) has capital, surplus and undivided profits aggregating in excess of U.S.$100.0 million (or the Dollar Equivalent thereof) or (y) has outstanding debt which is rated "A-3" or such similar equivalent rating or higher by at least one nationally recognized statistical rating organization (as defined in Section 3(a)(62) under the Exchange Act);

(3) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clause (1) above entered into with a bank or trust company meeting the qualifications described in clause (2) above;

(4) commercial paper, maturing not more than one year after the date of acquisition thereof, issued by a corporation (other than an Affiliate of the Parent Guarantor) organized and in existence under the laws of the United States of America or India or any other bank, trust company or financial institution which is authorized to carry on business in India with a rating at the time as of which any investment therein is made of "P-2" (or higher) according to Moody's or "A-1" (or higher) according to S&P or Fitch;

(5) securities with maturities of one year or less from the date of acquisition thereof, issued or fully and unconditionally Guaranteed by any state, commonwealth or territory of the United States of America, or by any political subdivision or taxing authority thereof, rated at least "A" by S&P, Moody's or Fitch;

(6) any money market fund that has substantially all of its assets invested in investments of the types described in clauses (1) through (5) above; and

(7) demand or time deposit accounts, certificates of deposit and money market deposits, bankers acceptances, in each case, in the ordinary course of business and with maturities not exceeding one year from the date of acquisition, with any lender party to a credit facility with the Parent Guarantor or any Restricted Subsidiary or, solely in the ordinary course of business of the Parent Guarantor or the relevant Restricted Subsidiary, with a commercial bank having capital and surplus in excess of U.S.$100.0

million (or the Dollar Equivalent thereof) and located in the jurisdiction where the Parent Guarantor or such Restricted Subsidiary is conducting business.

"**Change of Control**" means the occurrence of one or more of any of the following:

(1) prior to the closing of an Initial Public Offering, the Permitted Holder cease to Beneficially Own at least 50.1% of the total voting power of the Voting Stock of the Parent Guarantor;

(2) following the closing of an Initial Public Offering, (a) (i) the Permitted Holder cease to Beneficially Own at least 35.0% of the total voting power of the Voting Stock of the Parent Guarantor or (ii) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) is or becomes the "beneficial owner," directly or indirectly, of total voting power of the Voting Stock of the Parent Guarantor greater than such total voting power Beneficially Owned by the Permitted Holder; and (b) the Permitted Holder cease to possess, directly or indirectly, the power to direct or cause the direction of the management and policies of the Parent Guarantor, whether through the ownership of Voting Stock, by contract or otherwise; or

(3) the Parent Guarantor and the Restricted Subsidiaries cease to Beneficially Own 100% of the total voting power of the Voting Stock of the Issuer;

(4) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation and other than leases in the ordinary course of business), in one or a series of related transactions, of all or substantially all of the properties or assets of the Parent Guarantor and its Subsidiaries taken as a whole or of the Issuer (exclusive of its Subsidiaries) to any Person (including any "person" (as that term is used in Section 13(d)(3) of the Exchange Act)) other than a Permitted Holder;

(5) the merger or consolidation of the Parent Guarantor with or into another Person or the merger of another Person with or into the Parent Guarantor, unless the holders of a majority of the aggregate voting power of the Voting Stock of the Parent Guarantor, immediately prior to such transaction, hold securities of the surviving or transferee Person that represent, immediately after such transaction, at least a majority of the aggregate voting power of the Voting Stock of the surviving or transferee Person; or

(6) the adoption of a plan relating to the liquidation or dissolution of the Parent Guarantor or the Issuer (except as permitted under "*—Certain Covenants—Merger, Consolidation and Sale of Assets*");

provided that, for the avoidance of doubt, any Permitted Reorganization shall not constitute a Change of Control.

"**Change of Control Triggering Event**" means the occurrence of a Change of Control and, solely in the case of clause (1) of the definition of Change of Control, means the occurrence of both a Change of Control and a Ratings Decline.

"**Commodity Hedging Agreement**" means any spot, forward or option commodity price protection agreements or other similar agreement or arrangement designed to manage the costs of commodities or to protect against fluctuations in commodity prices.

"**Consolidated EBITDA**" means, with respect to any Person for any period, Consolidated Net Income of such Person for such period, plus (or, with respect to a gain, minus), to the extent such amount was deducted (or, in the case of a gain, included) in calculating such Consolidated Net Income:

(1) Consolidated Fixed Charges;

(2) provision for taxes based on income, profits or capital, including, without limitation, state, franchise, property and similar taxes and withholding taxes (including penalties and interest related to such taxes or arising from tax examinations);

(3) depreciation expense, amortization expense and all other non-cash items (including the amortization of intangible assets, deferred financing fees, amortization of unrecognized prior service costs, revaluation or impairment of assets (including any write off of goodwill or intangible assets) of any Person), any non-cash compensation charge or expense arising from any grant of stock, stock options or other equity based awards and any non-cash deemed finance charges in respect of any pension items or other provisions and any mark-to-market valuation or unrealized gains or losses with respect to any Equity Interests and Structured Instruments reducing Consolidated Net Income (other than non-cash items in a period which reflect cash expenses paid or to be paid in another period);

(4) any foreign currency translation losses (including losses related to currency remeasurements of Indebtedness) included in non-operating income and any foreign exchange losses resulting from the impact of foreign currency changes on the valuation of assets or liabilities on the balance sheet of the Parent Guarantor and its Restricted Subsidiaries;

(5) any losses attributable to termination of employee pension plans and other post-employment benefits;

(6) any gains or losses arising from the acquisition of any securities or extinguishment, repurchase, cancellation or assignment of Indebtedness;

(7) any unrealized gains or loss in respect of Hedging Obligations or other derivative instruments or forward contracts or any ineffectiveness recognized in earnings related to a qualifying hedge transaction or the fair value of changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of Hedging Obligations;

(8) all proceeds actually received of business interruption insurance policies to the extent the related loss is not otherwise added back pursuant to this definition and to the extent that such reimbursement is not otherwise reflected in Consolidated Net Income; and

(9) expenses incurred by the Parent Guarantor or any Restricted Subsidiary to the extent reimbursed by a third-party and to the extent that such reimbursement is not otherwise reflected in Consolidated Net Income,

all as determined on a consolidated basis for such Person and its Restricted Subsidiaries in conformity with GAAP; *provided* that (i) if any Restricted Subsidiary is not a Wholly Owned Subsidiary, Consolidated EBITDA shall be reduced (to the extent not otherwise reduced in accordance with GAAP) by an amount equal to (A) the amount of the Consolidated Net Income attributable to such Restricted Subsidiary multiplied by (B) the percentage ownership interest in the income of such Restricted Subsidiary not owned on the last day of such period by the Parent Guarantor or any of the Restricted Subsidiaries; and (ii) notwithstanding the preceding, the provision for taxes based on the income or profits of, and the depreciation and amortization and other non-cash expenses of, a Restricted Subsidiary, that is not a Subsidiary Guarantor, of a Person will be added to the Consolidated Net Income to compute Consolidated EBITDA of such Person.

"**Consolidated Fixed Charges**" means, with respect to any Person for any period, the sum (without duplication) of (1) Consolidated Interest Expense for such period and (2) all cash dividends paid, declared, accrued or accumulated during such period on any Disqualified Stock or preferred stock of such Person or any of its Restricted Subsidiaries, except for dividends payable in the Parent Guarantor's Capital Stock (other than Disqualified Stock).

"**Consolidated Interest Expense**" means, with respect to any Person for any period, the amount that would be included in gross interest expense on a consolidated income statement prepared in accordance with GAAP for such period of such Person and its Restricted Subsidiaries (excluding any interest expense relating to Structured Instruments and the Existing Lease Arrangements), plus, to the extent not included therein, and to the extent incurred, accrued or payable during such period by such Person and its Restricted Subsidiaries, without duplication, (1) interest expense attributable to Capitalized Lease Obligations, (2) amortization of debt issuance costs and original issue discount expense in respect of any Indebtedness, (3) the interest portion of any deferred payment obligation, (4) all commissions, discounts and other fees and charges with respect to letters of credit or similar instruments issued for financing purposes or in respect of any Indebtedness, (5) the net costs associated with Hedging Obligations (including the amortization of fees), but excluding, for the avoidance of doubt, any non-cash expenses attributable to movements in the mark-to-market valuation of Hedging Obligations), (6) interest accruing on Indebtedness of any other Person that is Guaranteed by, or secured by a Lien on any asset of, such Person or any of its Restricted Subsidiaries and (7) any capitalized interest; *provided that* interest expense attributable to interest on any Indebtedness bearing a floating interest rate will be computed on a *pro forma* basis as if the rate in effect on the date of determination had been the applicable rate for the entire relevant period.

"**Consolidated Net Income**" means, with respect to any Person for any period, the aggregate of the net income (or loss) of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in conformity with GAAP; *provided* that the following items shall be excluded in computing Consolidated Net Income (without duplication):

(1) the net income (or loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting except that, subject to the exclusion contained in clause (5) below, the Parent Guarantor's equity in the net income of any such Person for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash actually distributed by such Person during such period to the Parent Guarantor or a Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution paid to a Restricted Subsidiary, to the limitations contained in clause (3) below);

(2) the net income (or loss) of any Person accrued prior to the date it becomes a Restricted Subsidiary or is merged into or consolidated with the Parent Guarantor or any of the Restricted Subsidiaries or all or substantially all of the property and assets of such Person are acquired by the Parent Guarantor or any of the Restricted Subsidiaries;

(3) the net income (but not loss) of any Restricted Subsidiary to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary of such net income is not at the time permitted by the operation of the terms of its charter, articles of association or other constitutive document or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to such Restricted Subsidiary;

(4) the cumulative effect of a change in accounting principles;

(5) any net after tax gains realized on the sale or other disposition of (a) any property or asset of the Parent Guarantor or any Restricted Subsidiary that is not sold in the ordinary course of its business or (b) any Capital Stock of any Person (including any gains by the Parent Guarantor or a Restricted Subsidiary realized on sales of Capital Stock of the Parent Guarantor or of any Restricted Subsidiary);

(6) any translation or unrealized gains and losses due solely to fluctuations in currency values and related tax effects;

(7) any extraordinary or exceptional gains or losses, charges or expenses;

(8) non-cash expenses attributable to movements in the mark-to-market valuation of Hedging Obligations; and

(9) amortization of or charges or expenses relating to deferred financing fees, debt issuance costs, commissions, fees and expenses, expensing of any bridge, commitment or other financing fees.

"**continuing**" means, with respect to any Default or Event of Default, that such Default or Event of Default has not been cured or waived.

"**Credit Facilities**" means, one or more debt or commercial paper facilities, indentures or trust deeds, in each case, with banks or other institutional lenders, accredited investors, institutional investors or other lenders providing for revolving credit loans, term loans, debt securities, receivables financing or letters of credit, in each case, as amended, restated, modified, renewed, extended, increased, refunded, replaced (whether upon or after termination or otherwise) or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time.

"**Currency Hedging Agreement**" means any currency swap agreement, currency cap agreement, currency floor agreement, currency futures agreement, commodity option agreement or any other similar agreement or arrangement which may consist of one or more of the foregoing agreements, designed to manage, or protect against, fluctuations in currency prices currencies and currency risk.

"**Default**" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"**Disqualified Stock**" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case, at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 183 days after the date on which the Notes mature.

Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require the Parent Guarantor to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that the Parent Guarantor may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with the covenant described above under the caption "*– Certain Covenants – Restricted Payments*." The amount of Disqualified Stock deemed to be outstanding at any time for purposes of the Indenture will be the maximum amount that the Parent Guarantor and the Restricted Subsidiaries may become obligated to pay upon the maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock, exclusive of accrued dividends.

"**Dollar Equivalent**" means, with respect to any amount in a currency other than U.S. dollars, at any time of determination, the amount of U.S. dollars obtained by converting such foreign currency into U.S. dollars at the noon buying rate in New York for cable transfers as certified by the Federal Reserve Bank of New York for customs purposes for the date of determination.

"**Equity Interests**" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"**Equity Offering**" means a public or private sale either (1) of Equity Interests of the Parent Guarantor by the Parent Guarantor (other than Disqualified Stock and other than to a Subsidiary of the Parent Guarantor) or (2) of Equity Interests of a direct or indirect parent entity of the Parent Guarantor (other than to the Parent Guarantor or a Subsidiary of the Parent Guarantor) to the extent that the net proceeds therefrom are contributed to the common equity capital of the Parent Guarantor.

"**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended.

"**Existing Indebtedness**" means all Indebtedness of the Parent Guarantor and the Restricted Subsidiaries in existence on the Original Issue Date, until such amounts are repaid.

"**Fair Market Value**" means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by the Parent Guarantor (unless otherwise provided in the Indenture).

"**FEMA Guarantee Regulations**" refers to the Foreign Exchange Management (Guarantees) Regulations, 2000, as amended or updated and the rules and regulations made thereunder, as amended from time to time and the circulars issued thereunder.

"**FEMA OI Regulations**" mean the Foreign Exchange Management (Overseas Investment) Regulations, 2022, as amended or updated and the rules and regulations made thereunder, as amended from time to time and the circulars issued thereunder.

"**FEMA OI Rules**" refers to Foreign Exchange Management (Overseas Investment) Rules, 2022, as amended or updated and the rules and regulations made thereunder, as amended from time to time and the circulars issued thereunder.

"**Fitch**" means Fitch Inc. and its successors.

"**Fixed Charge Coverage Ratio**" means, on any Transaction Date, the ratio of (1) the aggregate amount of Consolidated EBITDA of the Parent Guarantor for the then most recent four fiscal quarters prior to such Transaction Date for which consolidated financial statements of the Parent Guarantor (which the Parent Guarantor shall use its reasonable best efforts to compile in a timely manner) are available (which may be internal consolidated financial statements) (the "**Four Quarter Period**") to (2) the aggregate Consolidated Fixed Charges of the Parent Guarantor during such Four Quarter Period. In making the foregoing calculation:

(1) *pro forma* effect shall be given to any Indebtedness incurred, repaid or redeemed during the period (the "**Reference Period**") commencing on and including the first day of the Four Quarter Period and ending on and including the Transaction Date (other than Indebtedness incurred or repaid under a revolving credit or similar arrangement (or under any predecessor revolving credit or similar arrangement) in effect on the last day of such Four Quarter Period), in each case as if such Indebtedness had been incurred, repaid or redeemed on the first day of such Reference Period; *provided* that, in the event of any such repayment or redemption, Consolidated EBITDA for such period shall be calculated as if the Parent Guarantor or such Restricted Subsidiary had not earned any interest income actually earned during such period in respect of the funds used to repay or redeem such Indebtedness;

(2) Consolidated Interest Expense attributable to interest on any Indebtedness (whether existing or being incurred) computed on a *pro forma* basis and bearing a floating interest rate will be computed as if the rate in effect on the Transaction Date (taking into account any Interest Rate Hedging Agreement applicable to such Indebtedness if such Interest Rate Hedging Agreement has a remaining term in excess of 12 months or, if shorter, at least equal to the remaining term of such Indebtedness) had been the applicable rate for the entire period;

(3) *pro forma* effect will be given to the creation, designation or redesignation of Restricted Subsidiaries and Unrestricted Subsidiaries as if such creation, designation or redesignation had occurred on the first day of such Reference Period;

(4) *pro forma* effect will be given to Asset Dispositions and Asset Acquisitions (including giving *pro forma* effect to the application of proceeds of any Asset Disposition) that occur during such Reference Period

as if they had occurred and such proceeds had been applied on the first day of such Reference Period; and

(5) *pro forma* effect will be given to Asset Dispositions and Asset Acquisitions (including giving *pro forma* effect to the application of proceeds of any Asset Disposition) that have been made by any Person that has become a Restricted Subsidiary or has been merged with or into the Parent Guarantor or any Restricted Subsidiary during such Reference Period and that would have constituted Asset Dispositions or Asset Acquisitions had such transactions occurred when such Person was a Restricted Subsidiary as if such asset dispositions or asset acquisitions were Asset Dispositions or Asset Acquisitions that occurred on the first day of such Reference Period,

provided that to the extent that clause (4) or (5) above requires that *pro forma* effect be given to an Asset Acquisition or Asset Disposition (or asset acquisition or asset disposition), such *pro forma* calculation will be based upon the four full fiscal quarters immediately preceding the Transaction Date of the Person, or division or line of business of the Person, that is acquired or disposed for which financial information is available.

"**GAAP**" means (1) with respect to the Parent Guarantor or any Restricted Subsidiary incorporated in India, Ind-AS as in effect on the Original Issue Date and (2) with respect to the Issuer or any other Restricted Subsidiary incorporated outside of India, International Financial Reporting Standards as per International Accounting Standards as in effect on the Original Issue Date.

"**GS OCDs"** means the unlisted, unsecured and redeemable optionally convertible debentures representing borrowings in the amount of INR11,250,000,000 issued by the Parent Guarantor to Goldman Sachs India AIF Scheme-1 and Goldman Sachs India Alternative Investment Trust Scheme-2.

"**Guarantee**" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise).

"**Guarantors**" means the Parent Guarantor, the Subsidiary Guarantors and any other Restricted Subsidiary of the Parent Guarantor that executes a Guarantee in accordance with the provisions of the Indenture, and their respective successors and assigns, in each case, until the Guarantee of such Person has been released in accordance with the provisions of the Indenture.

"**Hedging Obligations**" means, with respect to any specified Person, the obligations of such Person under:

(1) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements;

(2) other agreements or arrangements designed to manage interest rates or interest rate risk; and

(3) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates or commodity prices.

"**Holder**" means the Person in whose name a Note is registered in the Note register.

"**Ind-AS**" means Indian Accounting Standards issued by the Ministry of Corporate Affairs, Government of India, as in effect from time to time.

"**Indebtedness**" means, with respect to any Person at any date of determination (without duplication):

(1) all indebtedness of such Person for borrowed money;

(2) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all obligations of such Person in respect of letters of credit, bankers' acceptances or other similar instruments;

(4) all obligations of such Person to pay the deferred and unpaid purchase price of property or services, except trade payables;

(5) all Capitalized Lease Obligations and Attributable Indebtedness;

(6) all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person (other than Indebtedness of a JV Company that is secured by the Parent Guarantor or a Restricted Subsidiary solely with the Capital Stock in such JV Company held by the Parent Guarantor or Restricted Subsidiary); *provided* that the amount of such Indebtedness shall be the lesser of (a) the Fair Market Value of such asset at such date of determination and (b) the amount of such Indebtedness;

(7) all Indebtedness of other Persons Guaranteed by such Person to the extent such Indebtedness is Guaranteed by such Person;

(8) to the extent not otherwise included in this definition, Hedging Obligations;

(9) all Disqualified Stock issued by such Person valued at the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price plus accrued dividends; and

(10) any preferred stock issued by (a) such Person, if such Person is a Restricted Subsidiary or (b) any Restricted Subsidiary of such Person, valued at the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price plus accrued dividends.

The amount of Indebtedness of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above and, with respect to contingent obligations, the maximum liability upon the occurrence of the contingency giving rise to the obligation; *provided*:

(1) that the amount outstanding at any time of any Indebtedness issued with original issue discount is the face amount of such Indebtedness less the remaining unamortized portion of the original issue discount of such Indebtedness at such time as determined in accordance with GAAP;

(2) that money borrowed and set aside at the time of the incurrence of any Indebtedness in order to prefund the payment of the interest on such Indebtedness shall not be deemed to be "Indebtedness" so long as such money is held to secure the payment of such interest; and

(3) that the amount of Indebtedness with respect to any Hedging Obligation shall be equal to the net amount payable if the Commodity Hedging Agreement, Currency Hedging Agreement or Interest Rate Hedging Agreement giving rise to such Hedging Obligation terminated at that time due to default by such Person.

For the avoidance of doubt, none of the following will constitute Indebtedness: (i) obligations in respect of taxes, workers' compensation claims, early retirement or termination obligations, pension fund obligations or contributions or similar claims, obligations or contributions or social security or wage taxes; (ii) obligations arising from the endorsement of negotiable instruments in the ordinary course of business; (iii) deposits and advance payments received in connection with the Permitted Business; and (iv) obligations under the Structured Instruments.

Notwithstanding the foregoing, in connection with the purchase by the Parent Guarantor or any Restricted Subsidiary of any asset or property to be used in the ordinary course of business by the Parent Guarantor or any Restricted Subsidiary in the Permitted Business (including any such purchase through the acquisition of Capital

Stock of any Person that owns such asset or property, which will, upon such acquisition, become a Restricted Subsidiary), the term "Indebtedness" will not include post-closing payment obligations of the Parent Guarantor or such Restricted Subsidiary to which the seller may become entitled to the extent the amount of such payment is determined by a final closing balance sheet, final reserve assessment or a similar report or document or such payment depends on the performance of such asset or property after the closing; *provided, however*, that, at the time of closing, the amount of any such payment obligation is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 180 days thereafter.

"**Initial Public Offering**" means an Equity Offering following which there is a public market and, as a result of which, the Capital Stock of the Parent Guarantor in such Equity Offering is listed on BSE Limited, National Stock Exchange of India Limited or any internationally recognized stock exchange or traded on an internationally recognized stock market.

"**Instructing Secured Party**" means, at any time, any one of the following parties:

(1) the Trustee acting on behalf of the Holders in accordance with the terms of the Indenture; and

(2) any agent or trustee acting on behalf of the holders of any Permitted Pari Passu Secured Indebtedness in accordance with the terms of the relevant document governing such Permitted Pari Passu Secured Indebtedness, such agent or trustee having acceded to the Intercreditor Agreement in accordance with the terms thereof, or (if there is no such agent or trustee acting on behalf of the holder of any Permitted Pari Passu Secured Indebtedness) the holder of such Permitted Pari Passu Secured Indebtedness, such holder having acceded to the Intercreditor Agreement in accordance with the terms thereof.

"**Interest Rate Hedging Agreement**" means any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement, option or future contract or other similar agreement or arrangement designed to manage the interest component of financing cost or to protect against fluctuations in interest rates.

"**Investment**" means:

(1) any direct or indirect advance, loan or other extension of credit to another Person;

(2) any capital contribution to another Person (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others);

(3) any purchase or acquisition of Capital Stock (or options, warrants or other rights to acquire such Capital Stock), Indebtedness, bonds, notes, debentures or other similar instruments or securities issued by another Person; or

(4) any Guarantee of any obligation of another Person.

For the purposes of the provisions of the covenants described under "—Certain Covenants—Designation of Restricted and Unrestricted Subsidiaries" and "—Certain Covenants— Limitation on Restricted Payments": (1) the Parent Guarantor will be deemed to have made an Investment in an Unrestricted Subsidiary in an amount equal to the Fair Market Value of the Parent Guarantor's direct or indirect proportionate interest in the assets (net of the liabilities owed to any Person other than the Parent Guarantor or a Restricted Subsidiary and that are not Guaranteed by the Parent Guarantor or a Restricted Subsidiary) of a Restricted Subsidiary that is designated an Unrestricted Subsidiary calculated as of the time of such designation, and (2) any property transferred to or from any Person shall be valued at its Fair Market Value at the time of such transfer, as determined in good faith by the Parent Guarantor.

"**Investment Grade**" means a rating of "AAA," "AA," "A" or "BBB," as modified by a "+" or "-" indication, or an equivalent rating representing one of the four highest rating categories, by S&P or any of its successors or assigns, or a rating of "Aaa," or "Aa," "A" or "Baa," as modified by a "1," "2" or "3" indication, or an equivalent rating representing one of the four highest rating categories, by Moody's or any of its successors or assigns, or a rating of "AAA," "AA," "A," "BBB," as modified by a "+" or "-" indication, or an equivalent rating representing one of the four highest rating categories, by Fitch or any of its successors or assigns, or the equivalent ratings of any internationally recognized rating agency or agencies, as the case may be, which shall have been designated by the Parent Guarantor as having been substituted for S&P, Moody's and/or Fitch, as the case may be.

"**JV Company**" means any Person in which the Parent Guarantor or a Restricted Subsidiary owns more than 10% and less than 50% of the Voting Stock, directly or indirectly, and has the right to participate in the management of such Person.

"**Legal Holiday**" means a Saturday, a Sunday or a day on which banking institutions in the City of New York, London, Mumbai or Hong Kong or at a place of payment are authorized by law, regulation or executive order to remain closed. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue on such payment for the intervening period.

"**Lien**" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof or any agreement to create any mortgage, pledge, security interest, lien, charge, easement or encumbrance of any kind).

"**Moody's**" means Moody's Investors Service, Inc., a subsidiary of Moody's Corporation, and its successors.

"**Net Cash Proceeds**" means the aggregate amount of cash proceeds and Cash Equivalents received by the Parent Guarantor or any of the Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash or Cash Equivalents received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of:

(1) the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, sales commissions, any relocation expenses incurred as a result of the Asset Sale, taxes paid and provisions for taxes (actually paid or payable) as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements, and any reserve for adjustment or indemnification obligations in respect of the sale price of such asset or assets established in accordance with GAAP;

(2) appropriate amounts provided by the Parent Guarantor or any Restricted Subsidiary, as the case may be, as a reserve, in accordance with GAAP, against any liabilities associated with such Asset Sale and retained by the Parent Guarantor or any Restricted Subsidiary, as the case may be, after such Asset Sale, including pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale; and

(3) all payments made on any Indebtedness which is secured by any assets subject to such Asset Sale, in accordance with the terms of any Lien upon or other security agreement of any kind with respect to such assets, or which must by its terms, or in order to obtain a necessary consent to such Asset Sale, or by applicable law, be repaid out of the proceeds from such Asset Sale.

"**New Facility**" means the up to U.S.$500 million senior secured term loan facility to be entered into between, among others BNCL as borrower, the Parent Guarantor and The Hongkong and Shanghai Banking Corporation Limited and Mizuho Bank, Ltd. as mandated lead arrangers, underwriters and bookrunners, as described in this Offering Memorandum.

"**Obligations**" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"**Officer**" means an officer or director of the Parent Guarantor or, in the case of a Restricted Subsidiary, one of the directors or officers of such Restricted Subsidiary.

"**Officer's Certificate**" means a certificate signed by two Officers.

"**OI Master Direction**" refers to the Foreign Exchange Management (Overseas Investment) Directions, 2022 issued by RBI on August 22, 2022, as amended or updated or replaced.

"**Opinion of Counsel**" means a written opinion from legal counsel who is acceptable to the Trustee and which opinion is in form and substance acceptable to the Trustee and where applicable that meets any specific requirements set out in the Indenture; *provided* that legal counsel shall be entitled to rely on certificates of the Parent Guarantor or any Restricted Subsidiary as to matters of fact.

"**Original Issue Date**" means October 9, 2024.

"**Parent Guarantor**" means Biocon Biologics Limited.

"**Parent Structured Instrument**" means clauses (1)(a), (1)(b) and (1)(c) of the definition of Structured Instruments.

"**Permitted Business**" means any business conducted or proposed to be conducted (as described in this Offering Memorandum) by the Restricted Group on the Original Issue Date, or any investment in any businesses reasonably related, ancillary or complementary thereto, including but not limited to any business in pharmaceuticals, healthcare, life sciences and consumer goods.

"**Permitted Holder**" means Biocon Limited.

"**Permitted Investment**" means (in each case, by the Parent Guarantor or any of the Restricted Subsidiaries):

(1) Investments in (a) a Restricted Subsidiary (including the Capital Stock of a Restricted Subsidiary) or the Parent Guarantor or (b) a Person (including the Capital Stock of any such Person) that will, upon the making of such Investment, become a Restricted Subsidiary;

(2) Investments in another Person if such Person is engaged in any Permitted Business and as a result of such Investment, such other Person is merged, amalgamated, consolidated or otherwise combined with or into, or transfers or conveys all or substantially all its assets to, the Parent Guarantor or a Restricted Subsidiary;

(3) Investments in cash or Cash Equivalents;

(4) Investments in receivables owing to the Parent Guarantor or any Restricted Subsidiary created or acquired in the ordinary course of business or consistent with past practice;

(5) Investments in payroll, travel, entertainment, moving related and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business or consistent with past practice;

(6) Investments received in settlement of debts created in the ordinary course of business or consistent with past practice and owing to the Parent Guarantor or any Restricted Subsidiary or in exchange for any other Investments or accounts receivable held by the Parent Guarantor or any such Restricted Subsidiary, or as a result of foreclosure, perfection or enforcement of any Lien, or in satisfaction of judgments or pursuant to any plan of reorganization or similar arrangement, including upon the bankruptcy or

insolvency of a debtor or otherwise with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(7) Investments made as a result of the receipt of non-cash consideration from a sale or other disposition of property or assets, including an Asset Sale;

(8) Investments existing or pursuant to agreements or arrangements in effect on the Original Issue Date and any modification, replacement, renewal or extension thereof; *provided* that the amount of any such Investment may not be increased except (a) as required by the terms of such Investment as in existence on the Original Issue Date or (b) as otherwise permitted under the Indenture;

(9) Hedging Obligations, which transactions or obligations are incurred in compliance with "*—Certain Covenants—Limitation on Indebtedness*";

(10) pledges or deposits with respect to leases or utilities provided to third parties in the ordinary course of business or Liens otherwise described in the definition of "Permitted Liens" or made in connection with Liens permitted under the covenant described under "*—Certain Covenants—Limitation on Liens*";

(11) any Investment to the extent made using Capital Stock of the Parent Guarantor (other than Disqualified Stock);

(12) Investments consisting of purchases and acquisitions of inventory, supplies, materials and equipment or licenses or leases of intellectual property or services, in any case, in the ordinary course of business and in accordance with the Indenture;

(13) Investments of a Restricted Subsidiary acquired after the Original Issue Date or of an entity merged or amalgamated into the Parent Guarantor or merged or amalgamated into or consolidated with a Restricted Subsidiary after the Original Issue Date to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(14) repurchases of Notes;

(15) guarantee and indemnification obligations arising in connection with surety bonds issued in the ordinary course of business or consistent with past practice; and

(16) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers compensation, performance and similar deposits entered into as a result of the operations of the business in the ordinary course of business or consistent with past practice;

(17) redemptions or purchases of any shares of Capital Stock of any member of the Restricted Group by another member of the Restricted Group; and

(18) Investments in deposits to secure tenders or businesses with governmental agencies and authorities in the ordinary course of business.

"**Permitted Liens**" means, with respect to any Person:

(1) Liens in favor of the Collateral Agent created pursuant to the Indenture and the Collateral Documents with respect to the Notes (including Additional Notes);

(2) Liens to secure the performance of statutory obligations, surety or appeal bonds, performance bonds or other obligations of a like nature incurred in the ordinary course of business;

(3) Liens existing on the Original Issue Date;

(4) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded; provided that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;

(5) Liens imposed by law, such as suppliers', carriers', warehousemen's, landlord's and mechanics' Liens, in each case, incurred in the ordinary course of business; survey exceptions, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real property that were not incurred in connection with Indebtedness and that do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(6) bankers' Liens, rights of set-off, Liens arising out of judgments or awards not constituting an Event of Default and notices of lis pendens and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(7) Liens on property or assets securing Indebtedness used or to be used to defease or satisfy and discharge the Notes; *provided* that (a) the incurrence of such Indebtedness was not prohibited by the Indenture and (b) such defeasance or satisfaction and discharge is not prohibited by the Indenture;

(8) Liens securing Indebtedness which is incurred under the proviso in the first paragraph of the covenant described under the caption "*—Certain Covenants—Limitation on Indebtedness*";

(9) Liens securing Permitted Pari Passu Secured Indebtedness incurred under the proviso in the first paragraph of the covenant described under the caption "*—Certain Covenants—Limitation on Indebtedness*";

(10) Liens securing Hedging Obligations permitted to be incurred under clause (2)(f) of the covenant described under "*—Certain Covenants—Limitation on Indebtedness*," *provided* that (i) Indebtedness relating to any such Hedging Obligation is, and is permitted under the covenant described under "*—Certain Covenants—Limitation on Liens*" to be, secured by a Lien on the same property securing such Hedging Obligation or (ii) such Liens are encumbering customary initial deposits or margin deposits or are otherwise within the general parameters customary in the industry and incurred in the ordinary course of business;

(11) Liens securing Indebtedness incurred under clause 2(d) of the covenant described under the caption "*—Certain Covenants—Limitation on Indebtedness*";

(12) Liens securing Indebtedness incurred under clause 2(g) of the covenant described under the caption "*—Certain Covenants—Limitation on Indebtedness*";

(13) Liens incurred in connection with the Structured Instruments in effect on the Original Issue Date;

(14) Liens incurred for the development, manufacturing or commercialization of products in the ordinary course of business;

(15) Liens incurred under clause 2(l) of the covenant described under the caption "*—Certain Covenants—Limitation on Indebtedness*"; and

(16) Liens securing Indebtedness which is incurred to refinance secured Indebtedness which is permitted to be incurred under clause (2)(e) of the covenant described under the caption "*—Certain Covenants—Limitation on Indebtedness*"; *provided* that, such Liens do not extend to or cover any property or assets other than the property or assets securing the Indebtedness being refinanced;

provided that, with respect to the Collateral, "Permitted Liens" shall exclude the Liens described in paragraphs (8), (11), (12), (13), (14), (15) and (16) of this definition.

"**Permitted Reorganization**" means any consolidation or merger of the Parent Guarantor with or into one of its Restricted Subsidiaries or any other Affiliates of the Parent Guarantor.

"**Person**" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"**Rating Agencies**" means (1) S&P, (2) Moody's and (3) Fitch; *provided* that if S&P, Moody's, Fitch, two of any of the three or all three of them will not make a rating of the Notes publicly available, one or more nationally recognized statistical rating organizations (as defined in Section 3(a)(62) under the Exchange Act), as the case may be, selected by the Parent Guarantor, which shall be substituted for S&P, Moody's, Fitch, two of any of the three or all three of them, as the case may be.

"**Rating Category**" means (1) with respect to S&P, any of the following categories: "BB," "B," "CCC," "CC," "C" and "D" (or equivalent successor categories); (2) with respect to Moody's, any of the following categories: "Ba," "B," "Caa," "Ca," "C" and "D" (or equivalent successor categories); (3) with respect to Fitch, any of the following categories: "BB," "B," "CCC," "CC," "C" and "D" (or equivalent successor categories); and (4) the equivalent of any such category of S&P, Moody's or Fitch used by another Rating Agency. In determining whether the rating of the Notes has decreased by one or more gradations, gradations within Rating Categories ("+" and "-" for S&P; and "1," "2" and "3" for Moody's; "+" and "-" for Fitch; or the equivalent gradations for another Rating Agency) will be taken into account (e.g., with respect to S&P, a decline in a rating from "BB+" to "BB," as well as from "BB-" to "B+," will constitute a decrease of one gradation).

"**Rating Date**" means in connection with actions contemplated under "*—Merger, Consolidation, or Sale of Assets*," and "*—Repurchase at the Option of Holders—Change of Control Triggering Event*", the date that is 90 days prior to the earlier of (x) the occurrence of any such action set forth therein and (y) a public notice of the occurrence of any such action.

"**Ratings Decline**" means, in connection with any action contemplated under "*—Merger, Consolidation or Sale of Assets*" and "*—Repurchase at the Option of Holders—Change of Control Triggering Event*", the notification by the Rating Agency that such proposed actions will result in any of the events listed below:

(1) in the event the Notes are rated by two of the Rating Agencies on the Rating Date as Investment Grade, the rating of the Notes by either of such two Rating Agencies shall be below Investment Grade;

(2) in the event the Notes are rated by one, and only one, of the Rating Agencies on the Rating Date as Investment Grade, the rating of the Notes by such Rating Agency shall be below Investment Grade; or

(3) in the event the Notes are rated below Investment Grade by all of the Rating Agencies (or the sole Rating Agency) on the Rating Date, the rating of the Notes by any Rating Agency shall be decreased by one or more gradations (including gradations within Rating Categories as well as between Rating Categories).

"**Restricted Group**" means collectively the Parent Guarantor and the Restricted Subsidiaries.

"**Restricted Investment**" means an Investment other than a Permitted Investment.

"**Restricted Subsidiary**" means any Subsidiary of the Parent Guarantor that is not an Unrestricted Subsidiary.

"**S&P**" means S&P Global Ratings, and its successors.

"**Secured Parties**" means the Holders, the Trustee, any holders of Permitted Pari Passu Secured Indebtedness who have become parties (or whose agent or trustee on their behalf has become party) to the Intercreditor Agreement pursuant to the terms thereof, and the Collateral Agent.

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"**Securities Subscription Agreements**" means the securities subscription agreements entered into between, inter alios, the Promoter, the Parent Guarantor and certain of the Parent Guarantor's Shareholders, in relation to the Shareholder Agreements, where Structured Instruments or other securities are issued by the Parent Guarantor to the respective Parent Guarantor's Shareholders and/or the Promoter pursuant to such securities subscription agreements.

"**Senior Indebtedness**" of the Parent Guarantor or a Restricted Subsidiary, as the case may be, means all Indebtedness of the Parent Guarantor or the Restricted Subsidiary, as relevant, whether outstanding on the Original Issue Date or thereafter created, except for Indebtedness which, in the instrument creating or evidencing the same, is expressly stated to be subordinated in right of payment to the Notes; *provided* that Senior Indebtedness does not include (1) any obligation to the Parent Guarantor or any Restricted Subsidiary, (2) trade payables or (3) Indebtedness incurred in violation of the Indenture.

"**SGX-ST**" means Singapore Exchange Securities Trading Limited.

"**Shareholder Agreements**" means the shareholders' agreements entered into between, inter alios, Biocon Limited (the "**Promoter**"), the Parent Guarantor and certain of the Parent Guarantor's shareholders (including Activ Pine LLP, Tata Capital Growth Fund II, Goldman Sachs India AIF Scheme -1, Goldman Sachs India Alternative Investment Trust AIF Scheme – 2, Beta Oryx Limited, Serum Institute Life Sciences Private Limited, Mylan Inc., ESOF III Investment Fund and Edelweiss Alternative Asset Advisors Limited) (together, the "Parent Guarantor Shareholders") for the purpose of regulating certain matters concerning their rights and relationship with each other, including in relation to the management and operation of the Parent Guarantor and its subsidiaries.

"**Significant Subsidiary**" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the Original Issue Date.

"**Stated Maturity**" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the documentation governing such Indebtedness as of the first date it was incurred in compliance with the terms of the Indenture, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"**Structured Instrument**" means:

(1) any structured instrument issued by the Parent Guarantor or any Restricted Subsidiary in effect on the Original Issue Date, comprising:

   (a) the "Optionally Convertible Debenture" issued by the Parent Guarantor and subscribed by Biocon Limited in an amount up to INR 5,000,000,000;

   (b) the "Optionally Convertible Debentures" issued by the Parent Guarantor and subscribed by Biocon Limited in an amount up to INR 6,250,000,000;

   (c) the "Non-convertible Redeemable Preference Shares" issued by the Parent Guarantor and subscribed by Biocon Limited in an amount up to INR 8,000,000,000;

   (d) the "Compulsorily Convertible Debenture" in an amount up to INR 3,000,000,000 issued by the Parent Guarantor to ESOF III Investment Fund and Edelweiss Alternative Asset Advisors Limited;

(e) any convertible or non-convertible debenture or other debt instrument issued by the Parent Guarantor to any of its shareholders in effect on the Original Issue Date; and

(f) the GS OCDs; and

(2) any future structured instrument issued by the Parent Guarantor or any Restricted Subsidiary (including any New Structured Instrument) as to which the payment of principal of (and premium, if any) in respect of such instrument is, by its terms or by the terms of any agreement or instrument pursuant to which such instrument is issued or remains outstanding and by the terms of the Subordination Agreement is expressly made subordinate to the prior payment in full of the Notes, to at least the following extent: (i) no payments of principal of (or premium, if any) or otherwise due in respect of such instrument may be permitted for so long as any Default exists; (ii) such instrument may not provide for payments of principal of such instrument or premium prior to 90 days after the final Stated Maturity of the Notes; (iii) the Subordination Agreement will prevent the holders of such instrument from pursuing remedies against the Parent Guarantor or any Restricted Subsidiary or any of their respective assets or properties in an insolvency proceeding or in respect of a default under such instrument until the Notes and all Permitted Pari Passu Secured Indebtedness have been repaid in full; and (iv) the Subordination Agreement will provide in the event that any payment is received by the holders of such instrument in respect of such instrument when such payment is prohibited by one or more of the subordination provisions described in this paragraph, such payment shall be held in trust for the benefit of, and shall be paid over or delivered to, the Collateral Agent on behalf of the Holders and other holders of Permitted Pari Passu Secured Indebtedness.

"**Subordination Agreement**" means a subordination agreement to be entered into by the holders of any Structured Instrument pursuant to which such Structured Instrument will be subordinated to the Notes and any Permitted Pari Passu Secured Indebtedness.

"**Subsidiary**" means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership or limited liability company of which (a) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise, and (b) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

"**Tax**" means any tax, duty, levy, impost, assessment or other governmental charge, withholdings and any charges of a similar nature (including penalties and interest related thereto).

"**Transaction Date**" means, with respect to the incurrence of any Indebtedness, the date such Indebtedness is to be incurred and, with respect to any Restricted Payment, the date such Restricted Payment is to be made.

"**Treasury Rate**" means, as of any redemption date, the yield to maturity as of the earlier of (a) such redemption date or (b) the date on which such Notes are defeased or satisfied and discharged, of the most recently issued United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 that has become publicly available at least two Business Days prior to such

date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to October 9, 2026; *provided*, *however*, that if the period from the redemption date to October 9, 2026 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used. Any such Treasury Rate shall be obtained by the Issuer.

"**Unrestricted Subsidiary**" means any (1) any Subsidiary of the Parent Guarantor that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors in the manner provided in the Indenture and (2) any Subsidiary of an Unrestricted Subsidiary.

"**Viatris Acquisition**" means the acquisition of the biosimilars business of Viatris Inc. by the Parent Guarantor as described in this Offering Memorandum.

"**Viatris Acquisition Facility**" means the U.S.$1,200.0 million facility agreement originally dated November 20, 2022 entered into among the Parent Guarantor, BUK as borrower, The Hongkong and Shanghai Banking Corporation Limited, MUFG Bank, Ltd., Standard Chartered Bank, as mandated lead arrangers, underwriters and bookrunners, The Hongkong and Shanghai Banking Corporation Limited as agent and offshore security agent and Axis Trustee Services Limited acting as onshore security agent, in connection with the Viatris Acquisition, as amended and restated from time to time.

"**Voting Stock**" of any specified Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"**Wholly Owned**" means, with respect to any Subsidiary of any Person, the ownership of all of the outstanding Capital Stock of such Subsidiary (other than any director's qualifying shares or Investments by foreign nationals mandated by applicable law) by such Person or one or more Wholly Owned Subsidiaries of such Person.

TAXATION

The information below does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. In particular, the information does not consider any specific facts or circumstances that may apply to a particular purchaser and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities) may be subject to special rules. The information assumes that there will be no substitution of the Issuer or further issues of securities that will form a single series with the Notes, and does not address the consequences any such substitution or further issue. Neither these statements nor any other statements in this Offering Memorandum are to be regarded as advice on the tax position of any holder of the Notes or of any person acquiring, selling or otherwise dealing with the Notes or on any tax implications arising from the acquisition, sale or other dealings in respect of the Notes.

Prospective purchasers of Notes are advised to consult their own tax advisors as to the tax consequences of the purchase, ownership and disposition of Notes, including the effect of any state or local taxes, under the tax laws applicable in India, Singapore and each country of which they are residents or countries of purchase, holding or disposition of the Notes. Additionally, in view of the number of jurisdictions where local laws may apply, this Offering Memorandum does not discuss the local tax consequences to a potential holder, purchaser and seller arising from the acquisition, holding or disposition of the Notes. Prospective investors must therefore inform themselves as to any tax, exchange control legislation or other laws and regulations in force relating to the purchase, holding or disposition of Notes at their place of ordinance, and the countries of which they are citizens or countries of purchase, holding or disposition of Notes.

Indian Taxation

The following summary describes certain Indian tax consequences applicable to the ownership and disposal of Notes by persons who are not resident for tax purposes in India and who do not hold Notes in connection with an Indian trade, business or permanent establishment.

The summary is based on existing Indian taxation law and practice in force at the date of this Offering Memorandum and is subject to change, possibly with retroactive effect. It is not intended to constitute legal or tax advice and is not intended to represent a complete analysis of all the Indian tax consequences under Indian law relating to the acquisition, ownership or disposal of the Notes. It does not cover all tax matters that may be of importance to a particular purchaser. Prospective investors should consult their own tax advisors about the tax consequences of purchasing, holding and disposing of an investment in the Notes. This summary is based on Indian tax law and practice as of the date of this Offering Memorandum.

Income and withholding taxes

We believe that holders of the Notes (other than holders who are tax residents of India or holders who receive payments in India, of interest, principal or any payment pursuant to the Guarantee provided by the Company) may not be subject to income or withholding tax in India in connection with the payments of principal and interest made by the Issuer on the Notes to Noteholders, provided that the proceeds from the Notes are not used for the purposes of a business or profession carried on by the Issuer in India, or in respect of any gains on disposition of Notes, under Indian tax laws in effect as of the date of this Offering Memorandum. However, in cases where the payments of principal or interest are made by the Company pursuant to invocation of the guarantee, such payments may be subject to withholding tax in India.

However, absent a ruling from the Indian tax authorities, we cannot assure holders of Notes that this will be the case.

It may be noted that if Indian tax were to apply, it would be subject to any benefits available to holders of the Notes who are not tax residents of India under the provisions of any Double Taxation Avoidance Agreement entered into by the Indian Government with the country of tax residence of such non-resident Noteholder, read with the provisions of the Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting, if and to the extent applicable, subject to certain conditions being fulfilled, including furnishing a valid tax residency certificate and prescribed particulars.

United Kingdom Taxation

The comments in this part are based on current United Kingdom tax law as applied in England and Wales and HM Revenue & Customs practice (which may not be binding on HM Revenue & Customs), in each case as at the latest practicable date before the date of this offering memorandum. They do not necessarily apply where the income is deemed for tax purposes to be the income of any other person. They relate only to the position of persons who hold their Notes as investments (regardless of whether the holder also carries on a trade, profession or vocation through a permanent establishment, branch or agency to which the Notes are attributable) and are the absolute beneficial owners thereof.

References in this part to "interest" shall mean amounts that are treated as interest for the purposes of United Kingdom taxation.

Interest on the Notes

While the Notes continue to be listed on a recognized stock exchange within the meaning of Section 1005 Income Tax Act 2007, payments of interest by the Issuer may be made without withholding or deduction for or on account of United Kingdom income tax. The SGX-ST is a recognized stock exchange for these purposes. Securities will be treated as listed on the SGX-ST if they are both admitted to trading on the Main Board or Bond Market of the SGX-ST and are officially listed in Singapore in accordance with provisions corresponding to those generally applicable in countries in the European Economic Area.

If the Notes cease to be listed, interest which has a United Kingdom source will generally be paid by the Issuer under deduction of United Kingdom income tax at the basic rate (currently 20%), subject to the availability of other reliefs under domestic law or to any direction to the contrary from HM Revenue & Customs in respect of such relief as may be available pursuant to the provisions of any applicable double taxation treaty.

Where Notes are to be, or may fall to be, redeemed at a premium for UK tax purposes, then any such element of premium may constitute a payment of interest. Payments of interest are subject to United Kingdom withholding tax as described above.

Payments in respect of the Guarantee

The United Kingdom withholding tax treatment of payments by the Guarantor under the terms of the Guarantee in respect of interest on the Notes (or other amounts due under the Notes other than the repayment of amounts subscribed for the Notes) is uncertain. In particular, such payments by the Guarantor may not be eligible for the exemption in respect of securities listed on a recognized stock exchange described above in relation to payments of interest by the Issuer. Accordingly, if the Guarantor makes any such payments and they have a United Kingdom source, these may be subject to United Kingdom withholding tax at the basic rate (currently 20%).

Ireland Taxation

The following is a summary based on the laws and practices currently in force in Ireland of certain matters regarding the withholding tax position of investors who are the absolute beneficial owners of the Notes and who are not associated with the Issuer or Guarantor (otherwise than by virtue of holding the Notes). Particular

rules not discussed below may apply to certain classes of taxpayers holding Notes, including dealers in securities and trusts. The summary does not constitute tax or legal advice and the comments below are of a general nature only and it does not discuss all aspects of Irish taxation that may be relevant to any particular holder of Notes. Prospective investors in the Notes should consult their professional advisors on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of payments thereon under the laws of their country of residence, citizenship or domicile.

Withholding Tax on the Notes

Tax at the standard rate of income tax (currently 20%) is required to be withheld from payments of Irish source interest. The Issuer will not be obliged to withhold Irish income tax from payments of interest on the Notes so long as such payments do not constitute Irish source income. Interest paid on the Notes may be treated as having an Irish source if:

(i) the Issuer is resident in Ireland for tax purposes; or

(ii) the Issuer has a branch or permanent establishment in Ireland, the assets or income of which are used to fund the payments on the Notes; or

(iii) the Issuer is not resident in Ireland for tax purposes but the register for the Notes is maintained in Ireland or if the Notes are in bearer form the Notes are physically held in Ireland.

It is anticipated that: (i) the Issuer is not and will not be resident in Ireland for tax purposes; (ii) the Issuer does not and will not have a branch or permanent establishment in Ireland; and (iii) bearer Notes will not be physically located in Ireland and the Issuer will not maintain a register of any registered Notes in Ireland.

Quoted Eurobond exemption

Even if interest on the Notes was treated as having an Irish source, the Issuer would not be obliged to make a withholding or deduction for or on account of Irish income tax from a payment of interest on a Note (not held by an associated entity resident in a zero-tax jurisdiction or EU blacklisted jurisdiction or a permanent establishment of such an entity established in such a jurisdiction) where:

(i) the Notes are quoted Eurobonds pursuant to Section 64 of the Taxes Consolidation Act 1997 of Ireland (as amended) ("**TCA**") ("**Quoted Eurobonds**"), (i.e. securities which are issued by a company), which are listed on a recognized stock exchange and which carry a right to interest; and

(ii) the person by or through whom the payment is made is not in Ireland, or if such person is in Ireland, either:

  (a) the Notes are held in a clearing system recognized by the Revenue Commissioners of Ireland; (DTC, Euroclear and Clearstream, Luxembourg are, amongst others, so recognized); or

  (b) the person who is the beneficial owner of the Notes is not resident in Ireland and has made a declaration to a relevant person (such as a paying agent located in Ireland) in the prescribed form.

Payments under the Guarantee

The exact Irish tax analysis of payments under the Guarantee will depend on the facts and circumstances existing at the time of the payment. Payments in respect of the Guarantee may have an Irish source to the extent that the payment is made by a Guarantor that is resident in Ireland for Irish tax purposes (an "**Irish Tax Resident Guarantor**").

However, provided the Notes are Quoted Eurobonds (as outlined above) and meet the conditions at (ii)a. or b. above, the Irish Tax Resident Guarantor should not be obliged to make a withholding or deduction for or on account of Irish income tax from payments made under the Guarantee.

Prospective investors in the Notes should consult their professional advisors on the Irish tax implications of the purchase, holding, redemption or sales of the Notes and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile.

Malaysia Taxation

The statements below are general in nature and do not constitute tax or legal advice. They do not discuss all aspects of Malaysian taxation that may be relevant to any particular holder of the Notes. Prospective investors in the Notes should consult their professional advisors on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of payments relating thereto under the laws of their country of residence, citizenship or domicile.

Pursuant to Section 109(1) of the Malaysian Income Tax Act 1967, where any person (the "**payer**") is liable to pay interest derived from Malaysia to any other person not known to the payer to be resident in Malaysia, other than interest attributable to a business carried on by such other person in Malaysia, the payer shall upon paying or crediting the interest (other than interest on an approved loan or interest of the kind referred to in paragraph 33, 33A, 33B, 35 or 35A of Part 1, Schedule 6), deduct therefrom tax at the rate applicable to such interest, and (whether or not that tax is so deducted) shall within one month after paying or crediting the interest render an account and pay the amount of that tax to the Director General. The exact Malaysian tax analysis of payments under the Guarantee provided by BSDN will depend on the facts and circumstances existing at the time of the payment.

Singapore Taxation

The statements below are general in nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines and circulars issued by the Inland Revenue Authority ("**IRAS**") of Singapore and the Monetary Authority of Singapore (the "**MAS**") in force as at the date of this Offering Memorandum, and are subject to any changes in such laws, administrative guidelines or circulars, or the interpretation of those laws, guidelines or circulars, occurring after such date, which could be made on a retroactive basis. These laws, guidelines and circulars are also subject to various interpretations and the relevant tax authorities or the courts could later disagree with the explanations or conclusions set out below. Neither these statements nor any other statements in this Offering Memorandum are intended or are to be regarded as advice on the tax position of any holder of the Notes or of any person acquiring, selling or otherwise dealing with the Notes or on any tax implications arising from the acquisition, sale or other dealings in respect of the Notes. The statements below do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive(s) or hold a specified license) may be subject to special rules or tax rates. Prospective holders of the Notes are advised to consult their own professional tax advisors as to the Singapore or other tax consequences of the acquisition, ownership or disposal of the Notes, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasized that none of the Issuer, the Guarantors, the Initial Purchasers or any other persons involved in the issuance of the Notes accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Notes.

Interest and Other Payments

Generally, interest and other payments derived by a holder of the Notes who is not resident in Singapore and who does not have any permanent establishment in Singapore are not subject to tax, as such income is likely to be regarded as arising from a source outside Singapore, given that the Issuer is issuing the Notes outside

Singapore and not through a branch, permanent establishment, or otherwise in Singapore. However, even if such interest and payments are regarded as sourced in Singapore, such interest and other payments may also be exempt from tax, including the withholding of tax, if the Notes qualify as "qualifying debt securities" as discussed below.

Subject to the following paragraphs, under Section 12(6) of the Income Tax Act, the following payments are deemed to be derived from Singapore:

(a) any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee, or service relating to any loan or indebtedness which is: (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore); or (ii) deductible against any income accruing in or derived from Singapore; or

(b) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15% final withholding tax described below) to non-resident persons (other than non-resident individuals) is currently 17%. The applicable rate for non-resident individuals is currently 24%. However, if the payment is derived by a person not resident in Singapore from sources other than from its trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15%. The rate of 15% may be reduced by applicable tax treaties.

However, certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including:

(a) interest from debt securities derived on or after January 1, 2004;

(b) discount income (not including discount income arising from secondary trading) from debt securities derived on or after February 17, 2006; and

(c) early redemption fee and redemption premium from debt securities derived on or after February 15, 2007,

except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession in Singapore.

In addition, as more than half of the Initial Purchasers for the issue of the Notes are the following entities holding the relevant licenses (collectively, "**specified licensed entities**"):

(a) any bank or merchant bank licensed under the Banking Act 1970 of Singapore;

(b) any finance company licensed under the Finance Companies Act 1967 of Singapore; or

(c) an entity that holds a Capital Markets Services Licence under the Securities and Futures Act 2001 of Singapore to carry out regulated activities – Advising on Corporate Finance or Dealing in Capital Markets Products – Securities,

and the Notes are issued during the period from February 15, 2023, to December 31, 2028, such Notes (the "**Relevant Notes**") would be "qualifying debt securities" pursuant to the Income Tax Act and the MAS Circular FDD Cir 08/2023 entitled "Qualifying Debt Securities and Primary Dealer Schemes – Extension and

Refinements" issued by the MAS on May 31, 2023 (the "**MAS Circular**"), to which the following treatments shall apply:

- subject to certain prescribed conditions having been fulfilled (including the submission to the MAS of a return on debt securities in respect of the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require, and the inclusion by the Issuer in all offering documents relating to the Relevant Notes of a statement to the effect that where interest, discount income, early redemption fee or redemption premium from the Relevant Notes is derived by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for qualifying debt securities shall not apply if the non-resident person acquires the Relevant Notes using funds from that person's operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), early redemption fee and redemption premium (collectively, the "**Qualifying Income**") from the Relevant Notes, derived by a holder who is not resident in Singapore and who (aa) does not have any permanent establishment in Singapore or (bb) carries on any operation in Singapore through a permanent establishment in Singapore, but the funds used by that person to acquire the Relevant Notes are not obtained from such person's operation through a permanent establishment in Singapore, are exempt from Singapore tax;

- subject to certain conditions having been fulfilled (including the submission to the MAS of a return on debt securities in respect of the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require), Qualifying Income from the Relevant Notes derived by any company or body of persons (as defined in the Income Tax Act) in Singapore is subject to income tax at a concessionary rate of 10% (except for holders who have been granted the relevant Financial Sector Incentive(s) who may be taxed at different rates); and

subject to:

- the Issuer including in all offering documents relating to the Relevant Notes a statement to the effect that any person whose interest, discount income, early redemption fee or redemption premium derived from the Relevant Notes is not exempt from tax shall include such income in a return of income made under the Income Tax Act; and

- the submission to the MAS of a return on debt securities in respect of the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require,

- payments of Qualifying Income derived from the Relevant Notes are not subject to withholding of tax by the Issuer.

However, notwithstanding the foregoing:

(a) if, during the primary launch of any tranche of the Relevant Notes, the Relevant Notes of such tranche are issued to fewer than four persons and 50% or more of the issue of such Relevant Notes is beneficially held or funded, directly or indirectly, by related parties of the Issuer, such Relevant Notes would not qualify as "qualifying debt securities"; and

(b) even though a particular tranche of Relevant Notes are "qualifying debt securities," if, at any time during the tenure of such tranche of Relevant Notes, 50% or more of the issue of such Relevant Notes which are outstanding at any time during the life of the issue is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Qualifying Income derived from such Relevant Notes held by:

(i) any related party of the Issuer; or

(ii) any other person where the funds used by such person to acquire such Relevant Notes are obtained, directly or indirectly, from any related party of the Issuer,

shall not be eligible for the tax exemption or concessionary rate of tax as described above.

The term "**related party**," in relation to a person, means any other person who, directly or indirectly, controls that person, or is being controlled, directly or indirectly, by that person, or where he and that other person, directly or indirectly, are under the control of a common person.

The terms "**early redemption fee**" and "**redemption premium**" are defined in the Income Tax Act as follows:

"**early redemption fee**," in relation to debt securities, qualifying debt securities or qualifying project debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities; and

"**redemption premium**," in relation to debt securities, qualifying debt securities or qualifying project debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity or on the early redemption of the securities.

References to "early redemption fee" and "redemption premium" in this Singapore tax disclosure have the same meaning as defined in the Income Tax Act.

Where interest, discount income, early redemption fee and redemption premium (i.e. the Qualifying Income) is derived from any of the Relevant Notes by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for qualifying debt securities under the Income Tax Act (as mentioned above) shall not apply if such person acquires such Relevant Notes using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, early redemption fee or redemption premium derived from the Relevant Notes is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the Income Tax Act.

Capital Gains

Any gains considered to be in the nature of capital made from the sale of the Notes will generally not be taxable in Singapore. However, any gains derived by any person from the sale of the Notes which are gains from any trade, business, profession or vocation carried on by that person, if accruing in or derived from Singapore, may be taxable as such gains are considered revenue in nature.

In addition, any gains from the sale or disposal of the Notes or any rights or interest thereof by an entity of a relevant group within the meaning of section 10L(5) of the Income Tax Act (for example, an entity of a multinational group that does not have adequate economic substance in Singapore) on or after January 1, 2024 that are received in Singapore from outside Singapore are treated as income chargeable to tax under Section 10(1)(g) of the Income Tax Act, subject to certain exceptions.

Holders of the Notes who apply or are required to apply Singapore Financial Reporting Standards 109 ("**FRS 109**") or Singapore Financial Reporting Standards (International) 9 ("**SFRS(I) 9**") may for Singapore income tax purposes be required to recognize gains or losses (not being gains or losses in the nature of capital) on the Notes, irrespective of disposal, in accordance with FRS 109 or SFRS(I) 9 (as the case may be) (as modified by the applicable provisions of Singapore income tax law). Please see the section below on "*Adoption of FRS 109 or SFRS(I) 9 Treatment for Singapore Income Tax Purposes.*"

Adoption of FRS 109 or SFRS(I) 9 Treatment for Singapore Income Tax Purposes

Section 34AA of the Income Tax Act requires taxpayers who comply or who are required to comply with FRS 109 or SFRS(I) 9 for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 109 or SFRS(I) 9 (as the case may be), subject to certain exceptions. The IRAS has also issued a circular entitled "Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments."

Holders of the Notes who may be subject to the tax treatment under 34AA of the Income Tax Act should consult their own tax advisors regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Notes.

Estate Duty

Singapore estate duty has been abolished with respect to all deaths occurring on or after February 15, 2008.

Certain U.S. Federal Income Tax Considerations to U.S. Holders

The following discussion is a summary of certain material U.S. federal income tax consequences of the purchase, ownership and disposition of the Notes by a U.S. holder (defined below), (except for discussions of FATCA (as defined below under "*—Foreign Account Tax Compliance Act*"), which apply to all holders), but does not purport to be a complete analysis of all potential tax effects. This summary is based upon the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), Treasury regulations issued or proposed thereunder, and judicial and administrative interpretations thereof, each of the date hereof, and all of which are subject to change, possibly with retroactive effect. No rulings from the U.S. Internal Revenue Service (the "**IRS**") have been or are expected to be sought with respect to the matters discussed below. There can be no assurance that the IRS will not take a different position concerning the tax consequences of the purchase, ownership or disposition of the Notes or that any such position would not be sustained.

This discussion does not address all of the U.S. federal income tax consequences that may be relevant to a U.S. holder in light of such U.S. holder's particular circumstances, including the impact of the unearned income Medicare contribution tax or any alternative minimum tax, or to U.S. holders subject to special rules, such as certain financial institutions, U.S. expatriates, insurance companies, dealers in securities or currencies, traders in securities, U.S. holders whose functional currency is not the U.S. dollar, tax-exempt entities, regulated investment companies, real estate investment trusts, partnerships or other pass-through entities, persons that are resident in or have a permanent establishment in or are holding Notes in connection with a trade or business conducted in a jurisdiction outside the United States, and persons holding the Notes as part of a "straddle," "hedge," "conversion transaction" or other integrated transaction. In addition, this discussion does not address state, local or non-U.S. tax consequences or estate or gift tax laws and is limited to persons who purchase Notes for cash pursuant to this Offering Circular at original issue, at their "issue price" (the first price at which a substantial part of the Notes are sold to the public for cash, excluding sales to bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) and who hold the Notes as capital assets within the meaning of Section 1221 of the Code (generally for investment).

For purposes of this discussion, a "**U.S. holder**" is a beneficial owner of a Note that is, for U.S. federal income tax purposes:

(a) an individual who is a citizen or resident of the United States;

(b) a corporation created or organized in the United States or under the laws of the United States, any state thereof or the District of Columbia;

(c) any estate the income of which is subject to U.S. federal income taxation regardless of its source; or

(d) any trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust, or (ii) a valid election is in place to treat the trust as a United States person.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds Notes, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. A holder that is a partnership, and partners in such partnerships, should consult their tax advisors regarding the tax consequences of the purchase, ownership and disposition of Notes.

Prospective purchasers of Notes should consult their tax advisors concerning the tax consequences of the purchase, ownership and disposition of the Notes in light of their particular circumstances, including the application of the U.S. federal income tax considerations discussed below, as well as the application of state, local, foreign or other tax laws.

Characterization of the Notes

In certain circumstances (see e.g. "*Description of the Notes—Repurchase at the Option of Holders*" and "*Description of the Notes—Additional Amounts*"), we may be obligated to make payments on the Notes in excess of stated interest and principal, including (but not limited to) upon a Change of Control Triggering Event. We intend to take the position that the Notes should not be treated as contingent payment debt instruments ("**CPDIs**") for U.S. federal income tax purposes because of these possible additional payments. Our position is binding on a U.S. holder, unless the U.S. holder discloses in the proper manner to the IRS that it is taking a different position. If the IRS successfully challenged this position, and the Notes were treated as CPDIs, U.S. holders would be required to accrue interest income currently (potentially at a rate higher than the stated interest), without regard to their usual method of accounting, and to treat as ordinary income, rather than capital gain, any gain recognized on a sale, exchange or redemption of the Notes. The remainder of this discussion assumes that the Notes are not treated as CPDIs. For example, U.S. Treasury issued additional regulations that apply to foreign income taxes paid or accrued in taxable years beginning on or after December 28, 2021 restrict the availability of any such foreign tax credit based on the nature of the withholding tax imposed by the foreign jurisdiction. However, recent IRS guidance allows taxpayers to defer the application of certain of these requirements until new guidance or regulations are issued. U.S. holders are strongly urged to consult their tax advisor regarding the characterization of the Notes for U.S. federal income tax purposes.

Payments of Interest

It is expected, and the following discussion assumes, that the Notes will be issued with no original issue discount or original issue discount that is less than a statutorily defined *de* minimis amount. Payments of stated interest on the Notes generally will be includible in the gross income of a U.S. holder as ordinary income at the time that such payments are received or accrued, in accordance with such U.S. holder's method of accounting for U.S. federal income tax purposes.

Interest income on a Note generally will constitute foreign source income and generally will be considered "passive category income" for purposes of the foreign tax credit limitation rules.

Should any foreign tax be withheld, the amount withheld and the gross amount of any additional amounts paid to a U.S. holder as a result of such withholding as described in "*Description of the Notes — Additional Amounts*" (such amounts, "**Additional Amounts**") will be included in such U.S. holder's income as ordinary income at the time such amount is deemed paid, received or accrued in accordance with such U.S. holder's method of tax accounting. Foreign withholding tax (at a rate not exceeding any applicable tax treaty rate) may, subject to complex limitations and conditions, be creditable against the U.S. holder's US federal income tax liability or, at such U.S. holder's election, deductible in computing its taxable income. There are significant, complex and

evolving limitations on a U.S. holder's ability to obtain foreign tax credits and the rules governing foreign tax credits are very complex. U.S. holders should consult their tax advisors regarding the creditability or deductibility of any withholding taxes and any applicable limitations in their particular circumstances.

Sale, Exchange, Redemption or Other Disposition of Notes

Generally, upon the sale, exchange, redemption or other disposition of a Note, a U.S. holder will recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange, redemption or other disposition (less any amount attributable to accrued but unpaid interest, which will be taxable as interest to the extent not previously included in income) and such U.S. holder's adjusted tax basis in the Note. A U.S. holder's adjusted tax basis in a Note generally will equal the cost of such Note to such U.S. holder, less any principal payments received by the U.S. holder.

Such gain or loss generally will be U.S. source capital gain or loss and will be long-term capital gain or loss if at the time of the sale, exchange, redemption or other disposition the Note has been held by such U.S. holder for more than one year. Long-term capital gain recognized by a non-corporate U.S. holder will generally be subject to taxation at a reduced rate. The deductibility of capital losses is subject to limitation.

The creditability of foreign taxes imposed on disposition gains is subject to significant, complex and evolving limitations and therefore a U.S. holder may not be able to obtain a credit if such taxes are imposed. U.S. holders should consult their tax advisors regarding the U.S. federal income tax implications (including creditability, deductibility and determination of the amount realized and any applicable limitations) of any foreign taxes imposed on disposition gains in their particular circumstances.

Information Reporting and Backup Withholding

In general, payments made in the United States or through certain U.S.-related financial intermediaries of interest or principal and the proceeds from sale, exchange, redemption or other disposition of Notes held by a U.S. holder will be required to be reported to the IRS unless the U.S. holder is an exempt recipient and, when required, demonstrates this fact. In addition, a U.S. holder that is not an exempt recipient may be subject to backup withholding unless it provides a taxpayer identification number and otherwise complies with applicable certification requirements.

Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against a U.S. holder's U.S. federal income tax liability and may entitle the U.S. holder to a refund, provided that the appropriate information is timely furnished to the IRS.

Tax Return Disclosure Requirements

Certain U.S. holders that own "specified foreign financial assets" with an aggregate value in excess of certain thresholds are generally required to file an information report (on IRS Form 8938) with respect to such assets with their tax returns. If a U.S. holder does not file a required IRS Form 8938, such holder may be subject to substantial penalties and the statute of limitations on the assessment and collection of all U.S. federal income taxes of such holder for the related tax year may not close before the date which is three years after the date on which such report is filed. The Notes generally will constitute specified foreign financial assets subject to these reporting requirements, unless the Notes are held in certain accounts maintained by certain financial institutions. Under certain circumstances, an entity may be treated as an individual for purposes of these rules.

Foreign Account Tax Compliance Act

Pursuant to Sections 1471 through 1474 of the Code (commonly referred to as "**FATCA**") and subject to the proposed regulations discussed below, a "foreign financial institution" (including an intermediary through which Notes are held) may be required to withhold U.S. tax at a rate of 30% on certain "foreign passthru payments." The term "foreign passthru payment" has not yet been defined. Obligations issued on or prior to the

date that is six months after the date on which applicable final regulations defining foreign passthru payments are filed with the Federal Register generally would be “grandfathered” unless materially modified after such date. Accordingly, FATCA could apply to payments on the Notes if there is a significant modification of the Notes for U.S. federal income tax purposes after the expiration of this grandfathering period. Under proposed regulations, any withholding on foreign passthru payments on Notes that are not otherwise grandfathered would apply to passthru payments made on or after the date that is two years after the date of publication in the Federal Register of applicable final regulations defining foreign passthru payments. Taxpayers generally may rely on these proposed regulations until final regulations are issued. Non-U.S. governments (including the UK and India) have entered into agreements with the United States to implement FATCA in a manner that may alter the rules described herein. Holders should consult their tax advisors on how these rules may apply to their investment in the Notes. In the event any withholding under FATCA is imposed with respect to any payments on the Notes, there will be no Additional Amounts payable to compensate for the withheld amount.

LIMITATIONS ON VALIDITY AND ENFORCEABILITY AND CERTAIN INSOLVENCY LAW CONSIDERATIONS

United Kingdom

*At 11 p.m. on January 31, 2020, the United Kingdom ceased to be a member of the European Union (the "**EU**"). Under the terms of the United Kingdom's withdrawal from the EU, a transition period came into effect on that date and is due to end on December 31, 2020. The terms of the transition period are set out in the withdrawal agreement agreed between the United Kingdom and the EU, which was ratified by the European Parliament, the Council of the EU and the United Kingdom Parliament and entered into effect on January 31, 2020 (the "**Withdrawal Agreement**"). The terms of the Withdrawal Agreement were given effect under domestic law in the United Kingdom through the European Union (Withdrawal Agreement) Act 2020.*

During the transition period, the United Kingdom will continue to be treated as if it were still an EU Member State for the purposes of market access for goods and services (including financial services) and related EU law will continue to be applicable to and in the United Kingdom. Under the terms of the Withdrawal Agreement, any reference to "Member States" in EU law (including as implemented and applied by Member States) is to be understood as including the United Kingdom during the transition period. As such, references to an "EU member state" and "EU member states" in this section shall include the United Kingdom (except where indicated otherwise).

Insolvency

Each of BUK and BNCL are incorporated under the laws of England and Wales, and the Parent Guarantor may create a subsidiary incorporated under the laws of England and Wales which may become a Guarantor in accordance with certain terms described in "*Description of the Notes*" (together, the "**English Notes Guarantors**"). Therefore, and subject as follows, any insolvency proceedings with respect to the English Notes Guarantors would be likely to proceed under and be governed by English insolvency laws, although insolvency proceedings in respect of the English Notes Guarantors could also proceed under the laws of other jurisdictions in certain circumstances, in particular if the "center of main interests" (as that term is used in Council Regulation (EC) 1346/2000 on insolvency proceedings (the "**EC Insolvency Regulation**") or, in respect of insolvency proceedings opened after June 26, 2017, Regulation (EU) 2015/848 of the European Parliament and of the Council of May 20, 2015 on insolvency proceedings (the "Recast EU Insolvency Regulation")) of the relevant English Notes Guarantor is located in another EU member state (excluding Denmark).

Formal insolvency proceedings under the laws of England and Wales may be initiated in a number of ways, including by the company or creditor making an application for administration, in or out of court, or by a creditor filing a petition to wind up the company or the company resolving to do so (in the case of liquidation). A company may be wound up if it is unable to pay its debts, and may be placed into administration if it is, or is likely, to become unable to pay its debts, and the administration is reasonably likely to achieve one of three statutory purposes.

Under the Insolvency Act 1986, as amended (the "**U.K. Insolvency Act**"), a company is unable to pay its debts if it is insolvent either on a "cash-flow" or "balance-sheet" basis. A company is cash-flow insolvent if it is unable to pay its debts as they fall due and cash-flow insolvency will be deemed to exist if it fails to satisfy a creditor's statutory demand for a debt exceeding GBP 750 or if it fails to satisfy in full a judgment debt (or similar court order). A company is balance-sheet insolvent if the value of the company's assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities.

Enforcement of Guarantees by English Notes Guarantors

The grant of a guarantee or security by any of the English Notes Guarantors in respect of the obligations of another Group company must satisfy certain legal requirements. More specifically, such a transaction must be allowed by that English Notes Guarantor's memorandum and articles of association. To the extent that the above do not allow such an action, there is the risk that the grant of the guarantee and the subsequent security can be found to be void and the respective creditor's rights unenforceable. Some comfort may be obtained for third parties if they are dealing with an English-law company in good faith; however, the relevant legislation is not without difficulties in its interpretation. Further, corporate benefit must be established for each English Notes Guarantor by virtue of entering into the proposed transaction. Section 172 of the Companies Act 2006 provides that a director of a company must act in the way that he considers, in good faith, would be most likely to promote the success of such company for the benefit of its members as a whole. If the directors enter into a transaction where there is no or insufficient commercial benefit, they may be found to be abusing their powers as directors and such a transaction may be liable to being set aside by a court.

Challenges to Guarantees and Security by English Notes Guarantors

There are circumstances under the U.K. Insolvency Act in which the granting by an English Notes Guarantor of guarantees and security can be challenged. In most cases this will only arise if an administrator or liquidator is appointed to the company within a specified period (as set forth in more detail below) of the granting of the guarantee or security and, in addition, the company was "unable to pay its debts" when the guarantee or security was granted or became "unable to pay its debts" as a result thereof.

A company will be "unable to pay its debts" if the test described in the opening paragraphs of this section is satisfied.

If the guarantee or security granted by, or other obligations of, an English Notes Guarantor are challenged by a liquidator or administrator appointed in respect of an English Notes Guarantor under the laws of England and Wales, and the court makes certain findings (as described further below), it may be permitted to:

- avoid or invalidate all or a portion of an English Notes Guarantor's obligations under the guarantee or security provided by such English Notes Guarantor;
- direct that the Noteholders return any amounts paid by an English Notes Guarantor under a guarantee or security to the relevant English Notes Guarantor or to a fund for the benefit of the English Notes Guarantor's creditors; and/or
- take other action that is detrimental to the Noteholders.

The following potential grounds for challenge may apply to the guarantees and the security provided by the English Notes Guarantors (and they generally apply equally to other transactions entered into by the English Notes Guarantors):

Transaction at an Undervalue

Under the U.K. Insolvency Act, a liquidator or administrator of a company could apply to the court for an order to set aside a guarantee or security granted by the company (or give other relief) on the grounds that the creation of such guarantee or security constituted a transaction at an undervalue.

The grant of a guarantee or security will only be a transaction at an undervalue if the grantor company receives no consideration or consideration of significantly less value, in money or money's worth, than the guarantee or security granted by such company.

For a challenge to be made, the guarantee or security must generally be granted within a period of two years ending with the onset of insolvency (as defined in section 240 of the U.K. Insolvency Act). The onset of

insolvency depends on the insolvency procedure in question and is the date of the appointment of an administrator or presentation of an administration application, filing of notice of intention to appoint an administrator or presentation of a winding up petition or passing of a resolution for winding up in a creditors' voluntary liquidation. In addition the company must be "unable to pay its debts" when it grants the guarantee or security or become "unable to pay its debts" as a result thereof.

A court will not generally make an order in respect of a transaction at an undervalue if it is satisfied that the company entered into the transaction in good faith and for the purpose of carrying on its business and that, at the time it did so, there were reasonable grounds for believing the transaction would benefit the company. Subject to this, if the court determines that the transaction was a transaction at an undervalue the court can make such order as it thinks fit to restore the position to what it would have been if the transaction had not been entered into (which could include reducing payments under the guarantees or setting aside the guarantees or any security granted).

In any challenge proceedings, it is for the administrator or liquidator to demonstrate that the English company was unable to pay its debts unless a beneficiary of the transaction was a "connected person" (as defined in the U.K. Insolvency Act), in which case there is a presumption the company was unable to pay its debts and the connected person must demonstrate the company was in fact solvent.

Preference

Under the U.K. Insolvency Act, a liquidator or administrator of a company could apply to the court for an order to set aside a guarantee or security granted by such company (or give other relief) on the grounds that such guarantee or security constituted a preference.

The grant of a guarantee or security is a preference if it has the effect of placing an existing creditor (or a surety or guarantor of the company) in a better position in the event of the company's liquidation than if the guarantee or security had not been granted. The grantor company must have been "unable to pay its debts" at the time of the transaction or become so unable as a result of the transaction. For a challenge to be made, the decision to enter into the transaction must be made within the period of six months ending with the onset of insolvency (as defined in section 240 of the U.K. Insolvency Act) (if the beneficiary of the guarantee is not a connected person) or two years (if the beneficiary is a connected person).

A court is unlikely to make an order in respect of a preference unless it is satisfied the company was influenced in deciding to enter into the relevant transaction by a desire to produce the "better position" for the relevant person. Case law suggests there must be a desire to prefer one creditor over another and not just other commercial motives even if they had the inevitable result of producing the better position. Subject to this, if the court determines that the transaction was a preference, the court can make such order as it thinks fit to restore the position to what it would have been if that preference had not been given (which could include reducing payments under the guarantees, or setting aside the guarantees or security).

In any proceedings, it is for the administrator or liquidator to demonstrate that the English company was unable to pay its debts and that the company was influenced by a desire to produce the preferential effect, unless the beneficiary of the transaction was a connected person, in which case there is a rebuttable presumption that the company was influenced by a desire to produce the preferential effect.

Transaction Defrauding Creditors

Under the U.K. Insolvency Act, a liquidator or an administrator of a company, or a person who is a victim of the relevant transaction could apply to the court for an order to set aside a guarantee or security on the grounds the guarantee or security (as relevant) was a transaction defrauding creditors.

A transaction will constitute a transaction defrauding creditors if it is a transaction at an undervalue and the court is satisfied the substantial purpose of a party to the transaction was to put assets beyond the reach of actual or potential claimants against it or to prejudice the interest of such persons in relation to their claim.

If the court determines the transaction was a transaction defrauding creditors it may make such order as it may think fit to restore the position to what it was prior to the transaction or protect the victims of the transaction (including reducing payments under the guarantee, or setting aside the guarantees or security) but there may be protection for a third party transacting with the company in good faith, for value without notice of the relevant circumstances. Any "victim" of the transaction (with the leave of the court if the company is in liquidation or administration) may apply to court under this provision and not just liquidators or administrators and, subject to certain conditions, the UK Financial Conduct Authority and the UK Pensions Regulator. There is no time limit in the English insolvency legislation within which the company must enter insolvency proceedings (although general statutory limitation periods will apply) and the relevant company does not need to be unable to pay its debts at the time of the transaction.

Extortionate Credit Transactions

Under the U.K. Insolvency Act, a liquidator or an administrator can apply to court to set aside an extortionate credit transaction. The court can review extortionate credit transactions entered into by a company up to three years before the day on which the company entered into administration or went into liquidation. A transaction is "extortionate" if, having regard to the risk accepted by the person providing the credit, the terms of it are, or were, as applicable such as to require grossly exorbitant payments to be made (whether unconditionally or in certain contingencies) in respect of the provision of the credit or it otherwise grossly contravened ordinary principles of fair dealing. If a transaction entered into by a company is found to be an extortionate credit transaction the court can make one or more orders specified in the U.K. Insolvency Act, including an order setting aside the whole or any part of any obligation created by the extortionate credit transaction, an order varying the terms of the extortionate credit transaction or the terms on which any security for the extortionate credit transaction is held, or an order requiring any person to pay to the administrator or liquidator any sums paid to that person, by virtue of the extortionate credit transaction, by the relevant company.

Dispositions after Winding-Up

Any disposition of an English-law company's property made after a winding-up has commenced is void, unless the court orders otherwise. The compulsory winding-up of a company is deemed to start when a winding-up petition is presented by a creditor against the company, rather than the date that the court makes the winding-up order (if any). However, this restriction will not apply to any property or security interest subject to a disposition or otherwise arising under a financial collateral arrangement under the Financial Collateral Arrangement (No. 2) Regulations 2003, will not prevent the enforcement of valid security and will not prevent a closeout netting provision taking effect in accordance with its terms.

Post-petition interest

Any interest accruing under or in respect of amounts due under the guarantees provided by the English Notes Guarantors or any security to which an English Notes Guarantor is a party in respect of any period after the commencement of administration or liquidation proceedings cannot be proved for against an English Notes Guarantor and would only be recoverable by the Noteholders from any surplus remaining after payment of all other debts proved in the proceedings and accrued and unpaid interest up to the date of the commencement of the proceedings, i.e. the Noteholders would be treated as unsecured creditors of the English Notes Guarantors to the extent of any amount of interest accruing after the commencement of administration or liquidation. However, such interest may, if there are sufficient realizations from the secured and unsecured assets of any applicable English Notes Guarantor, be discharged out of such security recoveries.

India

In the event a guarantee issued by an Indian company on behalf of a foreign entity in which it has an equity stake is enforced by a competent court in a territory other than a "reciprocal territory," the judgment must be enforced in India by a suit upon the judgment and not by proceedings in execution. Such a suit has to be filed in India within three years from the date of the judgment in the same manner as any other suit filed to enforce a civil liability in India. A party seeking to enforce a foreign judgment in India is required to obtain approval from the RBI to repatriate outside India any amount recovered pursuant to the execution of such a judgment. For further details on the recognition and enforcement of foreign judgments in India, see "*Service of Process and Enforceability of Civil Liabilities—India*."

The Company would not be entitled to immunity on the basis of sovereignty or otherwise from any legal proceedings in India to enforce the Guarantee provided by the Company (the "**Parent Guarantee**") or any liability or obligation of the Company arising thereunder.

As the Parent Guarantee is an obligation of a type which Indian courts would usually enforce, the Parent Guarantee should be enforced against the Company in accordance with its terms by an Indian court, subject to the following exceptions:

- enforcement may be limited by general principles of equity, such as injunction;
- Indian courts have sole discretion to grant specific performance of the Parent Guarantee and the same may not be available, including where damages are considered by the Indian court to be an adequate remedy, or where the court does not regard specific performance to be the appropriate remedy;
- actions may become barred under the Limitation Act, 1963, or may be or become subject to setoff or counterclaim, and failure to exercise a right of action within the relevant limitation period prescribed will operate as a bar to the exercise of such right;
- any certificate, determination, notification, opinion or the like will not be binding on an Indian court, which will have to be independently satisfied on the contents thereof for the purpose of enforcement despite any provisions in the documents to the contrary; and
- all limitations resulting from the laws of reorganization, suretyship, bankruptcy, insolvency, liquidation or similar laws of general application affecting creditors' rights.

An Indian company can provide a guarantee, provided that it is in compliance with the Foreign Exchange Management Act, 1999 ("**FEMA**"), the FEMA (Overseas Investment) Regulations, 2022, the FEMA (Overseas Investment) Rules, 2022, and the FEMA (Overseas Investment) Directions, 2022 issued by the Reserve Bank of India on August 22, 2022.

For details on the Indian laws and regulations under which the Parent Guarantee is issued, see "*Indian Government Filings and Approvals*."

Malaysia

BSDN would not be entitled to immunity on the basis of sovereignty or otherwise from any legal proceedings in Malaysia to enforce the Guarantee provided by BSDN or any liability or obligation of BSDN arising thereunder.

For further details on the recognition and enforcement of foreign judgments in Malaysia, see "*Service of Process and Enforceability of Civil Liabilities—Malaysia*."

Ireland

Insolvency

BCIL is incorporated under the laws of Ireland and has its registered office in Ireland (the "**Irish Guarantor**"). Under the Recast Insolvency Regulation, the Irish Guarantor's center of main interest ("**COMI**") is presumed to be the place of its registered office (*i.e.* Ireland) in the absence of proof to the contrary and provided that the Irish Guarantor did not move its registered office within the three months prior to a request to open insolvency proceedings.

As the Irish Guarantor's COMI is presumed to be Ireland, any main insolvency proceedings in respect of the Irish Guarantor would fall within the jurisdiction of the courts of Ireland. As to what might constitute "proof to the contrary" regarding the location of a company's COMI, the key decision is that in Re Eurofood IFSC Ltd ((2004) 4 IR 370 (Irish High Court); (2006) IESC 41 (Irish Supreme Court); (2006) Ch 508; ECJ Case C 341/04 (European Court of Justice)), given in respect of the equivalent provision in the previous EU Insolvency Regulation (Regulation (EC) No. 1346/2000). In that case, on a reference from the Irish Supreme Court, the European Court of Justice concluded that "*factors which are both objective and ascertainable by third parties*" would be needed to demonstrate that a company's actual situation is different from that which the location of its registered office is deemed to reflect. For instance, if a company with its registered office in Ireland does not carry on any business in Ireland, that could rebut the presumption that the company's COMI is in Ireland. However, if a company with its registered office in Ireland does carry on business in Ireland, the fact that its economic choices are controlled by a parent undertaking in another jurisdiction would not, of itself, be sufficient to rebut the presumption.

If the Irish Guarantor's COMI was found to be in another EU jurisdiction and not in Ireland, main insolvency proceedings would be opened in that jurisdiction instead.

Irish insolvency laws and other limitations could limit the enforceability of a guarantee provided by the Irish Guarantor and any security interests granted by the Irish Guarantor.

The following is a brief description of certain aspects of Irish insolvency law relating to certain limitations on the guarantee provided by the Irish Guarantor and the security interests over the Collateral. The application of these laws could adversely affect investors, their ability to enforce their rights under the Guarantee and/or the Collateral securing the Notes and the Guarantee and therefore may limit the amounts that investors may receive in an insolvency of the Irish Guarantor.

Fixed and Floating Charges

Under Irish law, there are a number of ways in which fixed charge security has an advantage over floating charge security: (a) an examiner or process advisor appointed to the charging company can deal with floating charge assets; (b) a fixed charge, even if created after the date of a floating charge, may have priority as against the floating charge over the charged assets; (c) general costs and expenses (including the liquidator's remuneration) properly incurred in a winding-up are payable out of the company's assets, and in certain circumstances, in priority to floating charge claims; (d) until the floating charge security crystallizes, a company is entitled to deal with assets that are subject to floating charge security in the ordinary course of business, meaning that such assets can be effectively disposed of by the charging company so as to give a third party good title to the assets free of the floating charge and so as to give rise to the risk of security being granted over such assets in priority to the floating charge security; (e) floating charge security is subject to certain challenges under Irish insolvency law (please see "*—Challenges to guarantees and security—Grant of floating charge*"); and (f) floating charge security is subject to the claims of preferential creditors in a winding-up (such as certain taxes, occupational pension scheme contributions, salaries owed to employees (subject to a cap per employee) and holiday pay owed to employees).

Under Irish law there is a possibility that a court could recharacterize fixed security interests purported to be created by a security document as floating charges; the description given to security interests by the parties is not determinative. Whether security interests labelled as fixed will be upheld as fixed security interests rather than floating security interests will depend on, among other things, whether the chargee has the requisite degree of control over the relevant chargor's ability to deal in the relevant assets and the proceeds thereof and, if so, whether such control is exercised by the chargee in practice. Where the chargor is free to deal with the secured assets without the consent of the chargee prior to crystallization, the court is likely to hold that the security interest in question constitutes a floating charge, notwithstanding that it may be described as a fixed charge in the security documents. In addition, to the extent that any of the assets which are expressed to be subject to a fixed charge are not specifically identified, the court may hold that such assets are, in fact, subject to a floating charge.

Preferred creditors under Irish Law

Under Section 621 (*Preferential Payments in a winding up*) ("**Section 621**") of the Companies Act 2014 (as amended, the "**Irish Companies Act**") in a winding-up of an Irish company certain preferential debts are required to be paid in priority to all debts other than those secured by a fixed charge. Preferential debts therefore have priority over debts secured by a floating charge. If the assets of the relevant company available for the payment of general creditors are insufficient to pay the preferential debts, they are required to be paid out of the property subject to the floating charge. Section 621 was amended by the Companies (Accounting) Act 2017 (with effect from June 9, 2017) with the effect that a charge created as a floating charge by a company will continue to rank as a floating charge on a winding-up of that company, even if that floating charge has crystallized. Under Section 440 (*Preferential Payments when receiver appointed under floating charge*) of the Irish Companies Act, the holder of a floating charge, or a receiver appointed by such a holder, who takes possession of property subject to the floating charge when the company is not in the course of being wound up, is required to pay the preferential debts out of that property in priority to principal and interest secured by the floating charge. Such preferential debts would comprise, among other things, any amounts owed in respect of local rates and certain amounts owed to the Irish Revenue Commissioners for income/corporation/capital gains tax, value added tax (VAT), employee related taxes, social security and pension scheme contributions and remuneration, salaries and wages of employees and certain contractors and the expenses of liquidation.

In addition, there is a further limited category of super-preferential creditors which take priority, not only over unsecured creditors and holders of floating security, but also over holders of fixed security. These super-preferential claims include the remuneration, costs and expenses properly incurred by any examiner of the company, which may include any borrowings made by an examiner to fund the company's requirements for the duration of his appointment that have been approved by the Irish courts (see below "*—Examinership*"), and any capital gains tax payable on the disposition of an asset of the company by a liquidator, receiver or mortgagee in possession as well as, in certain circumstances, PAYE and VAT arrears where a fixed charge over book debts is created.

Furthermore, and as referred to above (see "*—Fixed and Floating Charges*"), in the case of the application of moneys arising from the realization of secured assets that are subject to a floating charge, or in a winding-up, the costs of the liquidation and the liquidator's fees will take priority over the claims of floating chargeholders in respect of relevant assets.

Examinership

Examinership is a court procedure available under the Irish Companies Act to facilitate the survival of the whole or part of an Irish company or the whole or any part of its undertaking through the appointment of an examiner and the formulation by the examiner of proposals for a compromise or scheme of arrangement. In circumstances where an Irish company is or is likely to be unable to pay its debts, then that company, the directors of that

company, a contingent, prospective or actual creditor of that company, or shareholders of that company holding, at the date of presentation of the petition, not less than one-tenth of the paid-up voting share capital of that company are each entitled to petition the court for the appointment of an examiner to that company. Provided the company can demonstrate that all or part of its undertaking has a reasonable prospect of surviving as a going concern, and can satisfy certain other tests, the Irish company may be placed under the protection of the relevant Irish court (the "**Court**") for a period of time whilst its affairs are investigated by an independent examiner whose function is to see whether the company is capable of being rescued and to supervise the restructuring process.

Where the Court appoints an examiner to a company, it may, at the same or any time thereafter, make an order appointing the examiner to be examiner for the purposes of the Irish Companies Act to a related company of such company (which may, in certain circumstances, include related companies that are not incorporated under the laws of Ireland). Once confirmed by the Court the scheme is binding on the company and all its members and creditors. During the protection period, the day-to-day business of the company remains under the control of the directors of the company, subject to certain rights of the examiner to apply to the Court for an order transferring some or all of the powers of the directors to the examiner.

Once appointed an examiner must, as soon as practical, formulate proposals for a compromise or scheme of arrangement in relation to the company to which he has been appointed. Typically, a scheme of arrangement will involve the writing down of creditors' claims (both secured and unsecured, contingent and actual) that are in existence at the date of the petition and the introduction into the company of new funds. The examiner has the power to set aside contracts and arrangements entered into by the company after this appointment and, in certain circumstances, can avoid a negative pledge given by the company prior to this appointment. Furthermore, the examiner may sell assets of the company which are the subject of security. Where such assets are the subject of a fixed security interest, the examiner must account to the holders of the fixed security interest for the amount realized and discharge the amount due to the holders of the fixed security interest out of the proceeds of the sale. Having formulated his proposals, he must convene meetings of such classes of members and creditors as he thinks proper to consider acceptance of his proposals. The examiner must report to the Court on the outcome of his meetings within 35 days of his appointment, although the 35-day period can be extended by the Court. There is acceptance by creditors or by a class of creditors when a majority in number representing a majority in value of the claims represented at the meeting vote in favor of the proposals. The proposals must be confirmed by the Court if they are to become effective and the Court can confirm the proposals only if, *inter alia*: (a) a majority in number of creditors whose interests or claims would be impaired by implementation of the proposals, representing a majority in value of the claims that would be impaired by implementation of the proposals, have voted to accept the proposals; (b) if the abovementioned requirement (a) is not satisfied, then a majority of the classes of creditors whose interests would be impaired by the scheme of arrangement have voted to accept them, provided that at least one of those creditor classes is a class of secured creditors or is senior to the class of ordinary unsecured creditors; or (c) if the abovementioned requirement (b) is not satisfied, at least one class of creditors whose interests or claims would be impaired by the proposals other than a class which would not receive any payment or keep any interest in liquidation, has voted to accept them; and (d) no dissenting creditor would be worse off if the proposals are confirmed and implemented than such a creditor would be if the normal ranking of liquidation priorities were applied, either in the event of liquidation, whether piecemeal or by sale as a going concern, or in the event of the next-best-alternative scenario if the proposals were not confirmed.

Once confirmed by the Court, the proposals become binding on the company and all creditors (whether secured or unsecured) or the class or classes of creditors (whether secured or unsecured), as the case may be, affected by the proposals and their rights are accordingly modified.

For as long as a company is under the protection of the Court, no attachment, sequestration, distress or execution shall be put into force against the property or effects of the relevant company except with the consent of the examiner. Section 520 (Effect of petition to appoint examiner on creditors and others) of the Irish Companies Act provides, among other things, that except with the consent of the examiner:

- where any claim against the company is secured by a mortgage, charge, lien or other encumbrance or a pledge of, on or affecting the whole or any part of the property, effects or income of the Irish company, no action may be taken to realize the whole or any part of such security (save in certain circumstances where the secured asset is located in another EU member state, and the secured party has rights *in rem* with respect to those assets as a matter of the laws of that member state);
- no receiver over any part of the property or undertaking of the Irish company shall be appointed (and if a receiver was appointed before the petition was presented, that receiver was unable to act); and
- no proceedings for the winding-up of the company may be commenced and no resolution for the winding-up of the company may be passed (and no such resolution passed shall have any effect).

In addition, pursuant to Section 521 (Restriction on payment of pre-petition debts) of the Irish Companies Act, no payment may be made by a company during the period of Court protection by way of satisfaction or discharge of the whole or a part of a liability incurred by the company before the date upon which the petition for the examiner's appointment was presented unless the independent expert's report under Section 511 (Independent expert's report) of the Irish Companies Act that accompanied the petition recommended that all or part of that liability be discharged or satisfied, or such payment is authorized by the relevant Irish court (on application of the examiner or any interested party) where the relevant Irish court is satisfied that a failure to discharge or satisfy in whole or in part that liability would considerably reduce the prospects of the company or the whole or any part of its undertaking surviving as a going concern.

Where an examinership petition is presented in relation to a company, that company is deemed to be under the protection of the Court during the period beginning on presentation of the petition and ending 70 days later (which period may be extended by a further 30 days where the Court is satisfied that the examiner would not be able to present his report within 70 days, or by such further unlimited period as the Court may allow where the Court needs more time to consider the proposals contained in the examiner's final report). In the event of an appeal of the Court's decision, the protection period is likely to be further extended in order to allow the determination of the appeal.

Furthermore, the Court may order that an examiner shall have any of the powers of a liquidator appointed by the Court would have, which could include the power to apply to have transactions disclaimed if the related contract amounted to an unfair preference.

Primary Risks for holders of notes in an examinership

The primary risks to the holders of the Notes, under the laws of Ireland, if an examiner were appointed to the Irish Guarantor and/or to a company related to such an Irish company and where any amounts due under the Notes were unpaid, are as follows: (a) there may be a delay in enforcing the payment obligations of the Irish Guarantor in respect of the Notes and of any payment obligations contained in a guarantee given by any other related company subject to the examinership proceedings; (b) the potential for a compromise or scheme of arrangement being approved involving the writing-down or rescheduling of the debt due by the Irish Guarantor to the holders of the Notes; (c) the potential for a compromise or scheme of arrangement being approved involving the writing-down or rescheduling of any payment obligations owed to the holders of the Notes by a company related to the Irish Guarantor; (d) the potential for the examiner to seek to set aside any negative pledge prohibiting the creation of security or the incurring of borrowings by the Irish Guarantor to enable the examiner to borrow to fund the guarantor or issuer during the protection period; and (e) in the event that a

scheme of arrangement is not approved in respect of the Irish company guarantor of the Notes and the guarantor subsequently goes into liquidation, the examiner's remuneration and expenses (including certain borrowings incurred by the examiner on behalf of the guarantor and approved by the Irish High Court) will take priority over the moneys and liabilities which from time to time are or may become due, owing or payable by it to the holders of the Notes.

SCARP process

The Companies (Rescue Process for Small and Micro Companies) Act 2021 (the "**SCARP Act**") was signed into law on 22 July 2021 and commenced on 7 December 2021. The SCARP Act provides for a new administrative rescue process – referred to as the Small Company Administrative Rescue Process ("**SCARP**") – which will be available exclusively to small and micro companies.

A small company (excluding a holding company and ineligible companies) is defined as one fulfilling two or more of the following requirements in relation to a financial year:

- the amount of turnover does not exceed €15 million;
- the balance sheet total of the company does not exceed €7.5 million; and
- the average number of employees does not exceed 50.

The comparable conditions to qualify as a micro company are:

- the amount of turnover does not exceed €700,000;
- the balance sheet total of the company does not exceed €350,000; and
- the average number of employees does not exceed 10.

As the Irish Guarantor is an Irish company, it could be the subject of a SCARP if it satisfied the conditions to qualify as either a small company or a micro company (as outlined above).

The SCARP process is similar to examinership (as discussed above) but differs from examinership in some material ways, including:

- the Irish Revenue Commissioners (and other state creditors) may object to the inclusion of certain "excludable liabilities" (pertaining to unpaid taxes and liabilities with respect to the Irish Revenue Commissioners and the Department of Social Protection and other liabilities arising from the Redundancy Payments and Protection of Employees Acts).
- the Irish Guarantor would have no automatic protections and would have to apply to the court for protective orders.
- the SCARP process cannot be initiated by a creditor.
- the SCARP process will not currently be recognized under the Recast EU Insolvency Regulation.

Primary risks for Holders of Notes in a SCARP process

The primary risks to the holders of the Notes, under the laws of Ireland, if the Irish Guarantor was subject to the SCARP process and where any amounts due under the Notes were unpaid, are as follows: (a) there may be a delay in enforcing the payment obligations of the Irish Guarantor in respect of the Notes; (b) the potential for a "rescue plan" devised by the "process advisor" (an insolvency practitioner who must be qualified to act as a liquidator under the Irish Companies Act) being approved which involves the writing down or rescheduling of the debt due by the Irish Guarantor to the holders of the Notes; (c) the potential for "rescue plan" being approved which provides for the repudiation of contracts on behalf of the Irish Guarantor where the process advisor

considers it necessary for the survival of the Irish Guarantor as a going concern (whilst court approval is not required, the right is subject to certain notice obligations and the right of claimants to object to the proposed repudiation); and (d) in the event that a rescue plan is not approved in respect of the Irish Guarantor and the Irish Guarantor subsequently goes into liquidation, the process advisor's remuneration and expenses will take priority over the moneys and liabilities which from time to time are or may become due, owing or payable by it to the holders of the Notes.

Challenges to guarantees and security

There are circumstances under Irish insolvency law in which the granting by an Irish company of security and guarantees can be challenged. In most cases this will only arise if an examiner or a liquidator is appointed to the Irish company within a specified period (as set out in more detail below) of the granting of the security or giving of the guarantee and, in addition, the company was "unable to pay its debts" when the security interest was granted or when the guarantee was given or "unable to pay its debts" within the meaning of the Irish Companies Act as a result.

The following potential grounds for challenge may apply to security interests and guarantees:

Unfair preference

Under Irish insolvency law, if an Irish company goes into liquidation, a liquidator may apply to the court to have certain transactions disclaimed if the related contract amounted to an unfair preference. Section 604 (*Unfair preference: effect of winding up on antecedent and other transactions*) of the Irish Companies Act ("**Section 604**") provides that any conveyance, mortgage, delivery of goods, payment, execution or other act relating to property made or done by or against a company which is unable to pay its debts as they become due in favor of any creditor of the company or any person on trust for any such creditor, with a view to giving such creditor (or any surety or guarantor of the debt due to such creditor) a preference over the company's other creditors, shall be deemed to be an unfair preference of its creditors and be invalid accordingly if a winding-up of the company commences within six months of the doing of the act and the company is, at the date of commencement of the winding-up, unable to pay its debts (taking into account contingent and prospective liabilities). Where the creditor that has received the preference is a "connected person," the invalidation period is extended from six months to two years, and there will be a rebuttable presumption under law that there was an intention to unfairly prefer that creditor.

Improperly transferred assets

Under Section 608 (Power of the court to order return of assets which have been improperly transferred) of the Irish Companies Act ("**Section 608**"), if it can be shown on the application of a liquidator, creditor or contributory of a company which is being wound up, to the satisfaction of the High Court, that any property of that company was disposed of (including a disposal by way of charge, security assignment or mortgage) and the effect of such a disposal was to "perpetrate a fraud" on the company, its creditors or members, the High Court may, if it deems it just and equitable to do so, order any person who appears to have "use, control or possession" of the property concerned, or of the proceeds of the sale or development of that property, to deliver it or them, or to pay a sum in respect of it to the liquidator on such terms as the High Court sees fit. The ability to use Section 608 to challenge the transfer of assets has been extended to receivers and examiners. Section 608 does not apply to a disposal that would constitute an unfair preference for the purposes of Section 604.

Disclaimer of onerous contracts

Under Section 615 (Disclaimer of onerous property in case of company being wound up) of the Irish Companies Act, the liquidator of a company may, by the giving of notice, disclaim any onerous property of the company. "Onerous property" is defined to include any "unprofitable contract" and "any other property (of the company)

which is unsaleable or not readily saleable by reason of its binding the possessor of it to the performance of any onerous act or to the payment of any sum of money."

Grant of floating charge

Under Section 597 (Circumstances in which floating charge is invalid) of the Irish Companies Act, a floating charge is invalid if created in the period of 12 months (or two years if created in favor of a "connected person") ending with the date of commencement of the winding-up of the company, and unless it can be proven that the company was solvent immediately after the creation of the charge. Such invalidity does not apply to money actually advanced or paid or the actual price or value of goods or services sold or supplied to the company at the time or after the creation of, and in consideration for, the charge together with interest at the appropriate rate.

General

The validity and enforceability of a guarantee or security interest may be contested on the basis that it is prohibited under the relevant company's constitution. To the extent that the constitution does not allow such an action, there is the risk that the grant of the guarantees may be found to be void and unenforceable. Further, a guarantee by the Irish Guarantor for the obligations of another group company must be in the commercial interest and for the corporate benefit of the Irish Guarantor. If the giving of a guarantee is not for the Irish Guarantor's corporate benefit, the guarantee could be held null and void. The question of corporate benefit is determined on a case-by-case basis and consideration has to be given to any direct and/or indirect benefit that the company would actually derive from the transaction and is particularly relevant for upstream or cross-stream guarantees. The question whether or not the corporate benefit requirement is met is a matter of fact, which must be assessed by the competent body of the company being the board of directors of the company acting bona fide in the interest of the company. If the corporate benefit requirement is not met, the directors of the company may be held liable by the company for negligence in the management of the company. Moreover, the guarantee could be declared null and void. The validity and/or enforceability of the guarantee may also be subject to the statutes of limitations, defenses such as set-off or counterclaim, the doctrine of frustration and the doctrine of estoppel, and the fact that equitable remedies will only be granted by the Irish court in its discretion.

Subject to certain exceptions, under Section 82 (Financial assistance for acquisition of shares) of the Irish Companies Act ("**Section 82**"), it is unlawful for an Irish company to give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of a purchase or subscription made or to be made by any person or for any shares in the company or its holding company. As a result, the Notes may only be guaranteed by the Irish Guarantor to the extent that it would not result in such guarantee constituting the giving of unlawful financial assistance under Section 82.

Pursuant to Section 1001 of the Irish Taxes Consolidation Act 1997, the holder of a fixed security over book debts of an Irish tax resident company may be required by notice from the Irish Revenue Commissioners to pay to them sums equivalent to those which the holder thereafter receives in payment of debts due to it by the relevant company. Where the holder of the security has informed the Irish Revenue Commissioners of the creation of the security within 21 days of its creation (or within 21 days of the transfer of the security to the holder) the holder's liability is limited to the amount of certain outstanding Irish tax liabilities of the company (including liabilities in respect of value added tax) arising after the issue to the holder of a notice from the Irish Revenue Commissioners.

The Irish Revenue Commissioners may also attach any debt due to an Irish tax resident company by another person in order to discharge any liabilities of the company in respect of outstanding tax whether the liabilities are due on its own account or as an agent or trustee. It is possible that the scope of this right of the Irish Revenue Commissioners may override the rights of holders of security (whether fixed or floating) over the debt in question.

INDIAN GOVERNMENT FILINGS AND APPROVALS

The primary exchange control legislation in India is the Foreign Exchange Management Act, 1999 (the "**FEMA**") and the rules and regulations made thereunder. Pursuant to the FEMA, the Government of India, and the Reserve Bank of India (the "**RBI**") have promulgated various regulations, rules, circulars and press notes in connection with various aspects of foreign exchange control. The FEMA Guarantee Regulations and the Indian OI Guidelines are the primary regulations governing overseas investment outside India by an Indian entity and related financial commitments, including the issuance of guarantees and creation of security by an Indian entity on behalf of a foreign entity.

Under the FEMA Guarantee Regulations, an Indian company can provide a guarantee on behalf of a foreign entity in which it has made an overseas direct investment ("**ODI**") and its step-down subsidiary outside India, provided that such guarantee is in compliance with the Indian OI Guidelines. In terms of the Indian OI Guidelines, an Indian entity is permitted to make a financial commitment by issuing a guarantee on behalf of a foreign entity or its step-down subsidiary outside India under the automatic route without prior approval of the RBI subject to, *inter alia*, the following conditions:

- the guarantee cannot be open-ended, that is: (i) the liability under the guarantee cannot be unlimited and must be capped; and (ii) the guarantee shall have a fixed term;
- such Indian entity's total financial commitment shall not exceed 400% of its net worth as per its last audited balance sheet or any additional financial commitment limits approved by the RBI in consultation with the Government of India, at the time of providing such guarantee;
- such Indian entity's financial commitment shall not exceed U.S.$1 billion (or its equivalent) in a fiscal year (or if a higher amount is approved by the RBI, such higher amount) even when the total financial commitment of the Indian entity is within the eligible limit under the automatic route (i.e. within 400% of its net worth as per the last audited balance sheet, where "net worth" is defined as the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of the revaluation of assets, write-back of depreciation and amalgamation);
- such Indian entity: (i) does not have an account appearing as a non-performing asset; (ii) is not classified as a willful defaulter; and (iii) is not under investigation by an investigation or enforcement agency or regulatory body at the time of providing such guarantee, in each case unless it has received a no-objection certificate from the applicable lender bank, regulatory body or investigative agency;
- the foreign entity, directly or through its step-down subsidiary or special purpose vehicle, is engaged in bona fide business activities, and is not engaged in real estate activity (i.e. the buying and selling of real estate or trading transferable development rights, but not including the development of townships, the construction of residential or commercial premises, roads or bridges for selling or leasing), gambling in any form or dealing with financial products linked to Indian Rupees without specific approval of the RBI; and
- the foreign entity has not invested and does not invest into India, at the time of providing such guarantee or at any time thereafter, either directly or indirectly, resulting in a structure with more than two layers of subsidiaries.

The Indian OI Guidelines also permit a foreign entity to make a financial commitment by way of pledge of the equity capital of the foreign entity in which it has made ODI or of its step-down subsidiary outside India to

secure the debt of such foreign entity or step-down subsidiary under the automatic route without prior approval of the RBI subject to, *inter alia*, the following conditions:

- such Indian entity's total financial commitment shall not exceed 400% of its net worth as per its last audited balance sheet or any additional financial commitment limits approved by the RBI in consultation with the Government of India, at the time of providing such pledge;
- such Indian entity's financial commitment shall not exceed U.S.$1 billion (or its equivalent) in a fiscal year (or if a higher amount is approved by the RBI, such higher amount) even when the total financial commitment of the Indian entity is within the eligible limit under the automatic route (where, in respect of such security, the value of the pledge or the amount of the debt, whichever is lower, shall be reckoned towards the financial commitment limit in force at the time of such pledge, provided such debt has not already been reckoned towards such limit);
- such Indian entity: (i) does not have an account appearing as a non-performing asset; (ii) is not classified as a willful defaulter; and (iii) is not under investigation by an investigation or enforcement agency or regulatory body at the time of providing such guarantee, in each case unless it has received a no-objection certificate from the applicable lender bank, regulatory body or investigative agency;
- the foreign entity, directly or through its step-down subsidiary or special purpose vehicle, is engaged in bona fide business activities, and is not engaged in real estate activity, gambling in any form or dealing with financial products linked to Indian Rupees without specific approval of the RBI;
- the foreign entity has not invested and does not invest into India, at the time of providing such security or at any time thereafter, either directly or indirectly, resulting in a structure with more than two layers of subsidiaries;
- the creation or enforcement of such pledge complies with the FEMA and the rules, regulations and directions made or issued thereunder; and
- the assets on which such security is being created are not securitized, and the period of such security, if not specified upfront, is co-terminus with the period of the debt for which charge has been created.

If the total financial commitment of the Indian entity in a financial year exceeds an amount equivalent to U.S.$1 billion, then prior RBI approval is required even if the total financial commitment is less than 400% of its net worth.

Procedure for making financial commitments under the automatic route

The Indian entity intending to make any financial commitment shall be required to file Form FC in accordance with the Master Directions on Reporting under Foreign Exchange Management Act, 1999, duly supported by requisite documents and approach the AD Bank for making the remittance.

Additionally, Regulation 10 of the FEMA OI Regulations requires an Indian entity to report its financial commitments at the time of sending outward remittances or making of the financial commitment, whichever is earlier, through its AD Bank.

The Indian entity shall, on or before December 31 of each calendar year, submit to the RBI, through an AD Bank, an annual performance report in Annex II of Form-FC in respect of each foreign entity, and other reports or documents as may be prescribed by the RBI from time to time. Further, companies which have made overseas direct investment in the previous year(s), including the current year, are required to file a return of foreign liabilities and assets based on audited/unaudited accounts of the foreign entity by July 15 of each year.

Registration of Charges

In terms of Section 77 of the Companies Act, every company creating a charge on its property or assets or any of its undertakings is required to register such charge with the Registrar of Companies within 30 days of creation of the charge. The Registrar of Companies may, on an application filed by the company, allow such registration to be made within a period of 60 days of creation of charge on payment of additional fees. The particulars of the charge shall be filed in the form prescribed under Rule 3 of the Companies (Registration of Charges) Rules, 2014 with the Registrar of Companies within the aforementioned time period.

LEGAL PROCEEDINGS

The Company is party to various claims and legal proceedings which arise in the ordinary course of their operations. Except as set stated below in the section, the Company has not been and are not currently subject to any material legal, regulatory or arbitration proceedings which may have or have had a significant impact on its financial position or profitability. Further, except as disclosed below, the Company is not aware of any such proceedings that are pending or threatened or which have been identified as material by the Company.

For the purposes of disclosure of pending material litigation, the following policy has been considered:

(i) all outstanding civil and direct and indirect tax proceedings exceeding ₹4,412 million, being the amount equivalent to 5% of the Group's consolidated revenue for the three months ended June 30, 2024; and

(ii) all outstanding criminal proceedings and any other proceedings pending or threatened against the Company which may have, or have had, a reputational impact on the Company or a material adverse effect on the business, financial condition or operations of the Company such that it may affect the Notes or the investor's decision to invest / continue to invest in the Notes.

Litigation involving the Company

Litigation against the Company

Criminal Litigation

Nil.

Material Civil Litigation

1. Roche Products (India) Private Limited ("**Roche**") has challenged the approval granted by the Drugs Controller General of India ("**DCGI**") for the production of bTrastuzumab, a biological drug used for the treatment of breast cancer. Biocon Limited ("**Biocon**") and Mylan Pharmaceuticals Private Limited ("**Mylan**" and collectively with Biocon, the "**Defendants**") had submitted an application for the production of a biosimilar version of bTrastuzumab post which, the DCGI reviewed the application and gave its recommendation *vide* a report dated October 18, 2013. Thereafter, the DCGI granted marketing authorization to Biocon and Mylan for the aforementioned biosimilar and the same was then marketed under the brand-names 'CANMAb' and 'Hertraz' by the Defendants. Roche, that markets Trastuzumab under the name of 'Herceptin', has challenged the approval granted by the DCGI, stating that the approval was granted without following due procedure. Since the Defendants had referred to CANMAb and Hertraz as a biosimilar product of Herceptin, Roche had also alleged passing off. The Hon'ble High Court of Delhi ("**Delhi HC**"), vide an interim order dated April 25, 2016 ("**Delhi HC Order**") held that the approvals granted to CANMAb and Hertraz were not in compliance with applicable laws. The Delhi HC, inter alia, passed the following directions: (i) allowed the Defendants to continue manufacturing, advertising and marketing Trastuzumab but without referring to it as a biosimilar of Herceptin, (ii) restrained the Defendants from using the existing data in relation to the manufacturing process, efficacy and safety of the Trastuzumab, and (iii) directed Biocon to reapply for a license with the DCGI, if it intended to claim CANMAb as a biosimilar of Herceptin. Subsequently, pursuant to an appeal filed by the Defendants against the Delhi HC Order before the Division Bench of the Delhi HC ("**Division Bench**"), the Delhi HC Order was stayed on April 28, 2016 ("**Division Bench Order**"). Thereafter, the Division Bench Order was challenged by Roche and the matter is currently pending. Pursuant to an application dated October 26, 2023 ("**Substitution Application**"), Biocon Biologics Limited ("**Company**") sought permission to substitute Mylan with the Company as a party to the matter. The Substitution Application was allowed by the Delhi HC on December 20, 2023, and the Company has been impleaded into the matter.

Regulatory Proceedings involving the Company

2. Regeneron Pharmaceuticals, Inc. had filed a complaint for the infringement of 24 patents before the US District Court for the Northern District of West Virginia ("**NDWV Court**") against Mylan Pharmaceuticals, Inc in relation to aBLA for aflibercept. Thereafter, ownership of aBLA for aflibercept was transferred to the Company. The NDWV Court issued a decision for three patents, namely, the '865 patent, that will expire in June 2027, the '572 patent and the '601 patent. The NDWV Court, vide its decision dated December 27, 2023, held the '865 formulation patent valid and infringed, while the '572 patent and the '601 patent were held invalid. On May 20, 2024, the US Food and Drug Administration approved the Company's Aflibercept aBLA for Aflibercept vials, to be marketed under the name Yesafili®. However, the NDWV Court, vide its order in June 2024 ("**NDWV Order**"), injuncted the Company from launching Yesafili® in the USA until the expiry of the '865 patent. Subsequently, the Company filed an appeal before the US Court of Appeals for the Federal Circuit ("**CAFC**") challenging the NDWV Order. The matter is currently pending before the CAFC.

Tax Proceedings involving the Company

There are no outstanding tax proceedings that involve an amount exceeding ₹4,412 million or that may have a reputational impact on our Company.

Litigation by our Company

Criminal Litigation

Nil.

Recovery proceedings initiated by the Company under Section 138 of the Negotiable Instruments Act, 1881

There is an aggregate of 10 cases filed by the Company for the dishonor of cheques under Section 138 of Negotiable Instruments Act, 1881. These proceedings are pending at different stages of adjudication before various courts in India. The cumulative amount involved in these cases is ₹9.11 million.

Material Civil Litigation

Nil.

Other Proceedings

Shreehas Tambe, our Company's Chief Executive Officer and Managing Director, received a show cause notice dated August 3, 2020 ("**SCN**") from the Securities and Exchange Board of India ("**SEBI**"). The SCN alleged that Shreehas Tambe had traded in 17,440 shares of Biocon Limited (the "**Trade**") in December 2017 while in possession of unpublished price sensitive information ("**UPSI**") pertaining to Biocon Limited's collaboration with Sandoz, in violation of the SEBI (Prevention of Insider Trading) Regulations, 2015 ("**PIT Regulations**"). Subsequently, SEBI, vide its order dated June 30, 2021, ("**SEBI Order**") (i) restrained Shreehas Tambe from accessing the securities market for a period of three months from the SEBI Order, (ii) froze Shreehas Tambe's existing holdings, and (iii) imposed an aggregate penalty of ₹0.2 million. Thereafter, Shreehas Tambe appealed the SEBI Order before the Securities Appellate Tribunal ("**SAT**"). The SAT, vide its order dated July 26, 2022, ("**SAT Order**"), partly quashed the SEBI Order, noting that Shreehas Tambe had obtained pre-clearance to sell the shares of Biocon Limited and, moreover, the sale had not been induced by UPSI. While the SAT Order has been challenged by SEBI by way of a civil appeal before the Supreme Court of India ("**Supreme Court**"), as on the date of this Offering Memorandum, the SAT Order prevails as the same has not been stayed by the Supreme Court and the matter is currently pending.

PLAN OF DISTRIBUTION

Subject to the terms and conditions of a purchase agreement dated October 2, 2024 by and among the Issuer, the Guarantors and the Initial Purchasers (the "**Purchase Agreement**"), we have agreed to sell to the Initial Purchasers, and each of the Initial Purchasers has agreed, severally and not jointly, to purchase from the Issuer, the principal amount of Notes set forth opposite its name below.

Initial Purchaser	**Principal amount of the Notes**
	(U.S.$)
The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch	133,335,000
Citigroup Global Markets Singapore Pte. Ltd.	133,333,000
Standard Chartered Bank (Singapore) Limited	133,333,000
Merrill Lynch (Singapore) Pte. Ltd	133,333,000
BNP Paribas	133,333,000
Mizuho Securities (Singapore) Pte. Ltd.	133,333,000
Total	800,000,000

Subject to the terms and conditions set forth in the Purchase Agreement, the Initial Purchasers have agreed, severally and not jointly, to purchase all of the Notes sold under the Purchase Agreement if any of these Notes are purchased. The Purchase Agreement provides that the obligations of the Initial Purchasers to purchase the Notes are subject to the delivery of certain legal opinions and to certain other conditions.

The Initial Purchasers initially propose to offer the Notes for resale at the issue price that appears on the cover of this Offering Memorandum. After the initial offering, the Initial Purchasers may change the offering price and any other selling terms without notice. The Initial Purchasers may offer and sell the Notes through their respective affiliates. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the Initial Purchaser or any affiliate of the Initial Purchaser is a licensed broker or dealer in that jurisdiction, the offering should be deemed to be made by that Initial Purchaser or its affiliate on behalf of the Issuer in such jurisdiction.

The Purchase Agreement provides that the Issuer and the Guarantors, on the one hand, and the Initial Purchasers, on the other hand, will indemnify each other against certain liabilities, including liabilities under the Securities Act, and will contribute to payments the other may be required to make in respect of those liabilities. We will also pay the Initial Purchasers a commission and pay certain expenses relating to the offering of the Notes as has been agreed to with the Initial Purchasers.

No Sale of Similar Securities

The Issuer and the Guarantors have agreed that they will not, during the period beginning on the date hereof and continuing to the date that is 15 days after the Original Issue Date, without the prior written consent of the Initial Purchasers, directly or indirectly, offer, sell, contract to sell or otherwise dispose of, except as provided under the Purchase Agreement, any debt securities issued or guaranteed by the Issuer or any of the Guarantors that are substantially similar to the Notes, or publicly announce an offering of any of its debt securities substantially similar to the Notes or securities convertible or exchangeable into such debt securities.

Notes Are Not Being Registered

The Notes have not been registered under the Securities Act and, unless so registered, may not be offered or sold within the United States except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act.

The Initial Purchasers propose to resell the Notes at the offering price set forth on the cover page of this Offering Memorandum within the United States, to QIBs (as defined in Rule 144A) in reliance on Rule 144A and outside the United States in offshore transactions in reliance on Regulation S. See "*Transfer Restrictions*."

New Issue of Securities

The Notes will constitute a new class of securities with no established trading market. Application will be made for the listing and quotation of the Notes on the Official List of the SGX-ST. However, we cannot guarantee that the Notes will remain listed on the Official List of the SGX-ST or the prices at which the Notes will sell in the market after the offering will not be lower than the initial offering price or that an active trading market for the Notes will develop and continue after the offering. We do not intend to apply for listing of the Notes on any national securities exchange in the United States or for quotation of the Notes on any automated dealer quotation system in the United States. The Initial Purchasers have advised us that they presently intend to make a market in the Notes after completion of this offering or permitted by applicable law. However, they are under no obligation to do so and may discontinue any market-making activities at any time without any notice. Accordingly, no assurance can be given as to the liquidity of, or trading markets for, the Notes.

If an active trading market for the Notes does not develop or is not maintained, the market price and liquidity of the Notes may be adversely affected. If the Notes are traded, they may trade at a discount from their initial offering price, depending on prevailing interest rates, the market for similar securities, our operating performance and financial condition, general economic conditions and other factors.

Price Stabilization and Short Positions

In connection with this offering of the Notes, the Initial Purchasers, or any person acting for them, may purchase and sell Notes in the open market. These transactions may, to the extent permitted by law, include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale of a greater amount of Notes than the Initial Purchasers are required to purchase in this offering. Stabilizing transactions consist of certain bids or purchases for the purpose of preventing or retarding a decline in the market price of the Notes while this offering is in progress. These activities, to the extent permitted by law, may stabilize, maintain or otherwise affect the market price of the Notes. These activities may be conducted in the over-the-counter market or otherwise. As a result, the price of the Notes may be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued at any time and must in any event be brought to an end after a limited time. These activities will be undertaken solely for the account of the stabilizing manager and not for and on behalf of the Issuer.

Notice to capital market intermediaries and prospective investors pursuant to paragraph 21 of the Hong Kong SFC Code of Conduct – Important Notice to CMIs (including private banks): This notice to CMIs (including private banks) is a summary of certain obligations the SFC Code imposes on CMIs, which require the attention and cooperation of other CMIs (including private banks). Certain CMIs may also be acting as OCs for this offering and are subject to additional requirements under the SFC Code.

Prospective investors who are the directors, employees or major shareholders of the Issuer, the Guarantors, a CMI or its group companies would be considered under the SFC Code as having an Association with the Issuer, the Guarantors or any of their subsidiaries, the CMI or the relevant group company. CMIs should specifically

disclose whether their investor clients have any Association when submitting orders for the Notes. In addition, private banks should take all reasonable steps to identify whether their investor clients may have any Associations with the Issuer, the Guarantors or any of their subsidiaries or any CMI (including its group companies) and inform the Initial Purchasers accordingly.

CMIs are informed that the marketing and investor-targeting strategy for this offering includes institutional investors, sovereign wealth funds, pension funds, hedge funds, family offices and high net worth individuals, in each case subject to the selling restrictions and any MiFID II product governance language set out elsewhere in this Offering Memorandum.

CMIs should ensure that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIs). CMIs should enquire with their investor clients regarding any orders which appear unusual or irregular. CMIs should disclose the identities of all investors when submitting orders for the Notes (except for omnibus orders where underlying investor information may need to be provided to any OCs when submitting orders). Failure to provide underlying investor information for omnibus orders, where required to do so, may result in that order being rejected. CMIs should not place "X-orders" into the order book.

CMIs should segregate and clearly identify their own proprietary orders (and those of their group companies, including private banks as the case may be) in the order book and book messages.

CMIs (including private banks) should not offer any rebates to prospective investors or pass on any rebates provided by the Issuer or the Guarantors. In addition, CMIs (including private banks) should not enter into arrangements which may result in prospective investors paying different prices for the Notes.

The SFC Code requires that a CMI disclose complete and accurate information in a timely manner on the status of the order book and other relevant information it receives to targeted investors for them to make an informed decision. In order to do this, those Initial Purchasers in control of the order book should consider disclosing order book updates to all CMIs.

When placing an order for the Notes, private banks should disclose, at the same time, if such order is placed other than on a "principal" basis (whereby it is deploying its own balance sheet for onward selling to investors). Private banks who do not provide such disclosure are hereby deemed to be placing their order on such a "principal" basis. Otherwise, such order may be considered to be an omnibus order pursuant to the SFC Code.

In relation to omnibus orders, when submitting such orders, CMIs (including private banks) that are subject to the SFC Code should disclose underlying investor information in respect of each order constituting the relevant omnibus order (failure to provide such information may result in that order being rejected). Underlying investor information in relation to omnibus orders should consist of:

(a) the name of each underlying investor;

(b) a unique identification number for each investor;

(c) whether an underlying investor has any "Associations" (as used in the SFC Code);

(d) whether any underlying investor order is a "Proprietary Order" (as used in the SFC Code); and

(e) whether any underlying investor order is a duplicate order.

Underlying investor information in relation to omnibus orders should be sent to: DCM.Omnibus@citi.com; bofa_dcm_syndicate_pb_orders@bofa.com; SYNHK@sc.com.

To the extent information being disclosed by CMIs and investors is personal and/or confidential in nature, CMIs (including private banks) agree and warrant: (A) to take appropriate steps to safeguard the transmission of such

information to any OCs; and (B) that they have obtained the necessary consents from the underlying investors to disclose such information to any OCs. By submitting an order and providing such information to any OCs, each CMI (including private banks) further warrants that it and the underlying investors have understood and consented to the collection, disclosure, use and transfer of such information by any OCs and/or any other third parties as may be required by the SFC Code, including to the Issuer, the Guarantors and their subsidiaries, relevant regulators and/or any other third parties as may be required by the SFC Code, for the purpose of complying with the SFC Code, during the bookbuilding process for this offering. CMIs that receive such underlying investor information are reminded that such information should be used only for submitting orders in this offering. The Initial Purchasers may be asked to demonstrate compliance with their obligations under the SFC Code, and may request other CMIs (including private banks) to provide evidence showing compliance with the obligations above (in particular, that the necessary consents have been obtained). In such event, other CMIs (including private banks) are required to provide the relevant Initial Purchaser with such evidence within the timeline requested.

Other Relationships

The Initial Purchasers and certain of their affiliates may have performed and expect to perform various investment banking, transaction banking, investment, commercial lending, consulting and financial advisory services to us and/or our affiliates in the ordinary course of business for which they may receive mutually agreed fees and expenses and may, from time to time, directly or indirectly through affiliates, enter into hedging or other derivative transactions, including swap agreements, future or forward contracts, option agreements or other similar arrangements with us and our affiliates, which may include transactions relating to our obligations under the Notes, all to the extent permitted under the Indenture. Our obligations under these transactions may be secured by cash or other collateral to the extent permitted under the Indenture.

In addition, in the ordinary course of their business activities, the Initial Purchasers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. The Initial Purchasers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. The Initial Purchasers or their respective affiliates may also purchase Notes for their own account and enter into transactions, including credit derivatives, such as asset swaps, repackaging and credit default swaps relating to Notes and/or other securities of us or our subsidiaries or associates at the same time as the offer and sale of Notes or in secondary market transactions. Such transactions would be carried out as bilateral trades with selected counterparties and separately from any existing sale or resale of securities to which this Offering Memorandum relates (notwithstanding that such selected counterparties may also be purchasers of Notes).

Selling Restrictions

General

No action has been or will be taken in any jurisdiction by us or the Initial Purchasers that would permit a public offering of the Notes or the possession, circulation or distribution of this Offering Memorandum (in preliminary or final form) or any other material relating to us or the Notes in any jurisdiction where action for the purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Offering Memorandum nor any other offering material or advertisements in connection with the Notes may be distributed or published, in or from any country or jurisdiction, except in compliance with any applicable rules and regulations of any such country or jurisdiction. Persons into whose hands this Offering Memorandum comes

are required by us and the Initial Purchasers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver the Notes or have in their possession, distribute or publish this Offering Memorandum (in preliminary or final form) or any other offering material relating to the Notes, in all cases at their own expense. This Offering Memorandum does not constitute an offer to purchase or a solicitation of an offer to sell in any jurisdiction where such offer or solicitation would be unlawful. Persons into whose possession this Offering Memorandum comes are advised to inform themselves about and to observe any restrictions relating to the offering, the distribution of this Offering Memorandum and resales of the Notes. See "*Transfer Restrictions*."

United States

The Notes and the Guarantees have not been and will not be registered under the Securities Act or any state securities laws and, unless so registered, may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. For a description of other restrictions on the transfer of Notes, see "*Transfer Restrictions*."

Accordingly, the Notes and the Guarantees are being offered and sold only to qualified institutional buyers in accordance with Rule 144A and outside the United States in offshore transactions in accordance with Regulation S. Resales of the Notes are restricted as described under "*Transfer Restrictions*."

Until 40 days after the commencement of this Offering, an offer or sale of Notes within the United States by a dealer (whether or not participating in this Offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A or pursuant to another exemption from registration under the Securities Act.

As used herein, the term "**United States**" has the meaning given to it in Regulation S.

Prohibition of Sales to EEA Retail Investors

Each of the Initial Purchasers has represented and agreed 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 the Offering Memorandum in relation thereto to any retail investor in the EEA. 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; or

(iii) not a qualified investor as defined in the Prospectus Regulation; and

the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Prohibition of Sales to UK Retail Investors

Each of the Initial Purchasers has represented and agreed 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 the Offering Memorandum in relation thereto to any retail investor in the UK. 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 (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or

(ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or

(iii) not a qualified investor as defined in the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA; and

the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Hong Kong

Each of the Initial Purchasers has represented and agreed that:

(a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than: (A) to "**professional investors**" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**") and any rules made under the SFO; or (B) in other circumstances which do not result in the document being a "**prospectus**" within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

(b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "**professional investors**" as defined in the SFO and any rules made under the SFO.

India

The Notes have not been offered or sold, and will not be offered or sold, directly or indirectly, in India by means of any document, nor have the Initial Purchasers circulated or distributed, whether as a principal or agent, nor will they circulate or distribute, this Offering Memorandum or any other offering document or material relating to the Notes, directly or indirectly, to, or for the account or benefit of, any person resident in India, the public in India or any member of the public in India, or otherwise generally distributed or circulated in India. The Notes have not been offered or sold, and will not be offered or sold, to any person in India in circumstances which would constitute an advertisement, invitation, offer, sale or solicitation of an offer to subscribe for or purchase any securities to the public, within the meaning of the Companies Act, 2013 and the rules framed thereunder, each as amended, or any other applicable Indian laws for the time being in force. This Offering Memorandum is not an offer document (as defined under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended). This offering has not been, nor will it be, filed, registered, produced or published as an offer document (whether a prospectus in respect of a public offer, a statement in lieu of a prospectus or information memorandum, a private placement offer cum application letter, an offering circular, an offering memorandum or other offering materials in respect of any private placement under the Companies Act, 2013, as amended, regulations formulated by the Securities and Exchange Board of India or any other applicable Indian laws) with any Registrar of Companies, the Securities and Exchange Board of India, or the Reserve Bank of India, save and except for any information which is mandatorily required to be disclosed or filed in India under any applicable Indian laws (including, but not limited to, the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations 2015, as

amended, and under the listing agreement with any Indian stock exchange pursuant to the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, as amended) or pursuant to the sanction of any regulatory and adjudicatory body in India. The securities mentioned herein will not be offered or sold, and have not been offered or sold, to any person resident in India by means of any document or otherwise, whether as a principal or agent. The securities mentioned herein have not been offered or sold, and will not be offered or sold, to any person in India in circumstances which would constitute an advertisement, invitation, offer, sale or solicitation of an offer to subscribe for or purchase any securities (whether to the public or by way of private placement) within the meaning of the Companies Act, 2013 or any other applicable Indian laws for the time being in force.

In this context, holders and beneficial owners of Notes shall be deemed to have acknowledged, represented and agreed that such holders and beneficial owners are eligible to purchase the Notes under applicable Indian laws and regulations and are not prohibited under any applicable Indian laws or regulations from acquiring, owning or selling the Notes. Potential investors should seek independent advice and verify compliance prior to any purchase of the Notes.

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**"). Accordingly, each Initial Purchaser has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan) 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 other relevant laws and regulations of Japan.

People's Republic of China

Each Initial Purchaser has represented and agreed that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the People's Republic of China (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan Region), except as permitted by the securities law of the People's Republic of China.

Singapore

Each of the Initial Purchasers has acknowledged that this Offering Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore (the "**MAS**"). Accordingly, each Initial Purchaser has represented and agreed 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 Offering Memorandum 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 2001 of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

Canada

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration*

Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this offering circular (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3of National Instrument 33-105 *Underwriting Conflicts* (NI 33-105), the Joint Lead Managers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

United Kingdom

Each of the Initial Purchasers has represented and agreed that:

(a) 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 the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantors; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

TRANSFER RESTRICTIONS

As the following restrictions will apply to the Notes and the Guarantees, purchasers are advised to consult legal counsel prior to making any offer, sale, resale, pledge or other transfer of the Notes or the Guarantees.

The offering is being made in reliance on Rule 144A under the Securities Act and Regulation S under the Securities Act. The Notes and the Guarantees have not been, and will not be, registered under the Securities Act or with any securities regulatory authority of any State in the United States or any other jurisdiction, and may only be offered or sold (a) within the United States to qualified institutional buyers ("**QIBs**") within the meaning of Rule 144A in reliance on the exemption from the registration requirements of the Securities Act, provided by Rule 144A and (b) outside the United States in reliance on Regulation S under the Securities Act, and in each case in accordance with other applicable law.

Rule 144A Notes

Each purchaser of the Notes and the Guarantees within the United States pursuant to Rule 144A, by accepting delivery of this Offering Memorandum, will be deemed to have represented, agreed and acknowledged that it has received such information as it deems necessary to make an investment decision and that:

1. It is (a) a QIB within the meaning of Rule 144A, (b) acquiring such Notes and the Guarantees for its own account or for the account of one or more QIBs, (c) not acquiring the Notes and the Guarantees with a view to further distribute such Notes and the Guarantees and (d) aware, and each beneficial owner of such Notes and the Guarantees has been advised, that the sale of such Notes and the Guarantees to it is being made in reliance on Rule 144A.

2. It understands and acknowledges that such Notes and the Guarantees have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred except (a) in accordance with Rule 144A to a person that the holder and any person acting on its behalf reasonably believe is a QIB purchasing for its own account or for the account of a QIB, (b) in an "offshore transaction," as defined in, and in accordance with, Rule 903 or Rule 904 of Regulation S, (c) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available) or (d) pursuant to an effective registration statement under the Securities Act, in each case in accordance with all applicable securities laws of any state of the United States; and the purchaser will, and each subsequent holder is required to, notify any subsequent purchaser of the Notes and the Guarantees of the resale restrictions referred to in this Clause (2).

3. It acknowledges that the Notes and the Guarantees offered and sold hereby in the manner set forth in paragraph (1) above are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, are being offered and sold in a transaction not involving any public offering in the United States within the meaning of the Securities Act and that no representation is made as to the availability of the exemption provided by Rule 144 for resales of the Notes and the Guarantees.

4. It is not from any country or jurisdiction in which financial commitment is not permissible under the Indian OI Guidelines.

5. It understands that any offer, sale, pledge or other transfer of the Notes and the Guarantees made other than in compliance with the above-stated restrictions may not be recognized by the Issuer and the Guarantors.

6. The Issuer, the Guarantors, the Registrar, the Initial Purchasers and their respective affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and

agreements. If it is acquiring any Notes and the Guarantees for the account of one or more QIBs, it represents that it has sole investment discretion with respect to each such account and that it has full power to make (and does make) the foregoing acknowledgments, representations and agreements on behalf of each such account.

7. It understands that the Notes and the Guarantees offered in reliance on Rule 144A will be represented by the Rule 144A Global Note. Before any interest in the Rule 144A Global Note may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Regulation S Global Note, it will be required to provide the relevant Registrar with a written certification (in the form provided in the indenture governing the Notes) as to compliance with applicable securities laws.

8. It understands that such Notes and Guarantees, unless otherwise agreed between the Issuer and the Trustee in accordance with applicable law, will bear a legend to the following effect:

"THIS NOTE AND THE GUARANTEES HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE "**SECURITIES ACT**") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (2) IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT ("**RULE 144A**") TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVE IS A "**QUALIFIED INSTITUTIONAL BUYER**" WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, (3) IN AN "**OFFSHORE TRANSACTION**," AS DEFINED IN, AND IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) OR (5) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR RESALES OF THIS NOTE. THE HOLDER OF THIS NOTE WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS NOTE OF THE RESALE RESTRICTIONS REFERRED TO ABOVE."

Prospective purchasers are hereby notified that sellers of the Notes and the Guarantees may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

Regulation S Notes

Each purchaser of the Notes and the Guarantees outside the United States pursuant to Regulation S and each subsequent purchaser of such Notes and the Guarantees in resales prior to the expiration of the distribution compliance period, by accepting delivery of this Offering Memorandum, the Notes and the Guarantees, will be deemed to have represented, agreed and acknowledged that it has received such information as it deems necessary to make an investment decision and that:

1. It understands that such Notes and the Guarantees have not been and will not be registered under the Securities Act, and such Notes are being offered and sold in reliance on Regulation S.

2. It is, or at the time the Notes and the Guarantees are purchased will be, the beneficial owner of such Notes and the Guarantees and (a) it is purchasing the Notes and the Guarantees in an offshore transaction (within the meaning of Regulation S), (b) it is not an affiliate of the Issuer or any Guarantor or a person acting on behalf of such an affiliate, and (c) it is located outside the United States and will continue to be located outside the United States at the time the buy order is originated.

3. It will not offer, sell, pledge or otherwise transfer such Notes and the Guarantees except in accordance with the Securities Act and any applicable laws of any State of the United States and any other jurisdiction.

4. It is not from any country or jurisdiction in which financial commitment is not permissible under the Indian OI Guidelines.

5. The Issuer, the Company, the Registrar, the Initial Purchasers and their respective affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements.

6. It understands that the Notes and the Guarantees offered in reliance on Regulation S will be represented by the Regulation S Global Notes. For the period until and including the 40th day after the commencement of the offering, any interest in the Regulation S Global Note may be offered, sold, pledged or otherwise transferred to a person located in the United States or a person who takes delivery in the form of an interest in the Rule 144A Global Note, provided that it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement) to the effect that the transferee is a "**qualified institutional buyer**" (as defined in Rule 144A) and as to compliance with applicable securities laws. It understands that the Notes and the Guarantees will, unless otherwise agreed between the Issuer, the Guarantors and the Trustee in accordance with applicable law, bear a legend to the following effect:

   "THIS NOTE AND THE GUARANTEES HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE UNITED STATES EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS. TERMS USED ABOVE HAVE THE MEANINGS GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT."

   For further discussion of the requirements (including the presentation of transfer documents) under the Description of the Notes and the Indenture to effect exchanges of transfer of interests in Notes represented by a global note and of Notes in registered certificated form, see "*Description of the Notes—Book Entry, Delivery and Form*."

LEGAL MATTERS

Linklaters Singapore Pte. Ltd. will pass upon certain legal matters in connection with this offering for us with respect to U.S. federal securities law, New York law and English law. Latham & Watkins LLP will pass upon certain legal matters in connection with this offering for the Initial Purchasers with respect to U.S. federal securities law, New York law and English law.

Matters of Indian law will be passed upon for us by Cyril Amarchand Mangaldas. Matters of Indian law will be passed upon for the Initial Purchasers by Talwar Thakore & Associates.

Matters of Malaysian law will be passed upon for us by Albar & Partners.

Matters of Irish law will be passed upon for the Initial Purchasers by Arthur Cox LLP.

INDEPENDENT AUDITORS

The consolidated financial statements of Biocon Biologics Limited, its employee welfare trust and its subsidiaries, as of and for the years ended March 31, 2022, 2023, and 2024, included herein, have been audited by BSR & Co LLP, independent auditors, as a stated in their reports appearing herein. The audit reports include other matters paragraphs with respect thereto, (i) for the year ended March 31, 2024: contains reference to certain non-compliances with respect to operating effectiveness of audit trail feature for all relevant transactions in relation to accounting systems used to maintain books of account; (ii) for the years ended March 31, 2024, 2023 and 2022: contains other matters paragraph in relation to certain subsidiaries whose financial information is prepared under accounting principles generally accepted in their respective countries and have been audited by other auditors and whose report has been furnished to us; (iii) for the year ended March 31, 2024: contains unfavorable / qualification / adverse remarks given under the Companies (Auditor's Report) Order, 2020 in relation to funds raised on a short-term basis have been used for a long-term purpose and the Company has incurred cash losses in the immediately preceding financial year; and (iv) for the year ended March 31, 2023: contains unfavorable / qualification / adverse remarks given under the Companies (Auditor's Report) Order, 2020 in relation to the Company has incurred cash losses in the current year.

With respect to the unaudited condensed consolidated interim financial statements for the period ended June 2024, included herein, the independent auditors have reported that they applied limited procedures in accordance with professional standards for a review of such information. However, their separate report included herein, states that they did not audit and they do not express an opinion on that interim financial information. Accordingly, the degree of reliance on their report on such information should be restricted in light of the limited nature of the review procedures applied.

DESCRIPTION OF CERTAIN DIFFERENCES BETWEEN IND AS AND IFRS

The Group's Audited Financial Statements have been prepared in accordance with the applicable Ind AS standards specified under Section 133 of the Companies Act, 2013, read with the Companies (Indian Accounting Standards) Rules, 2015, as amended from time to time, as applicable to the financial statements.

The following summarizes certain general differences between Ind AS and IFRS that could have a significant impact on the financial position and results of operations of the Group if its financial statements were prepared under IFRS. This summary should not be taken as an exhaustive list of all the differences between Ind AS and IFRS. No attempt has been made to identify all recognition and measurement, presentation or classification differences that would affect the manner in which transactions or events are presented in such financial statements (or notes thereto) of the Group. Management has not quantified all of the effects of the differences discussed below. Had any such quantification or impact assessment been undertaken, other potential significant accounting and disclosure differences may have come to its attention, which are not identified below.

Potential investors should consult their own professional advisors for an understanding of the differences between Ind AS and IFRS, and how those differences might affect the financial information disclosed in this Offering Memorandum.

No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
1	Ind AS 101	Deemed cost exemption for property, plant and equipment	Ind AS 101 also provides similar deemed cost exemption. In addition, if there is no change in the functional currency at the transition date, Ind AS 101 allows a first-time adopter to continue with the previous GAAP carrying value for all of its PPE as recognized in the previous GAAP financial statements at the transition date. The same is used as deemed cost at that date, after making adjustment for decommissioning liabilities. In Ind AS CFS, the previous GAAP amount of the subsidiary is the amount used in the previous GAAP CFS. If an entity avails itself of the option under this paragraph, no further adjustment to the deemed	IFRS 1 permits a first-time adopter to measure its items of property, plant and equipment (PPE) at deemed cost at the transition date. The deemed cost can be: • the fair value of the item at the date of transition; or • a previous GAAP revaluation at or before the transition date, if revaluation met certain criteria. Similar exemption is also available for intangible assets and investment property measured at cost.

No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
			cost so determined is made. Similar exemption is also available for intangible assets and investment property. Fair value as deemed cost exemption is not allowed for investment property.	
2	Ind AS 101	Additional exemptions relating to composite leases and land lease	Ind AS 101 provides the following additional exemptions: When a lease includes both land and building elements, a first time adopter may assess the classification of each element as finance or operating lease at the date of transition to Ind AS based on the facts and circumstances existing as at that date. If there is any land lease newly classified as finance lease, then the first time adopter may recognize asset and liability at fair value on that date. Any difference between those fair values is recognized in retained earnings.	Under IFRS 1, an entity classifies a lease based on the lease terms that are in force at its date of transition based on the circumstances that existed at the inception of the lease.
3	Ind AS 101	Exchange differences arising on long-term monetary items	Under the erstwhile Indian GAAP, companies recognized exchange differences arising on restatement of foreign currency monetary items, both long-term and short-term, in the profit or loss immediately. Alternatively, they were given an irrevocable option to defer/capitalize exchange differences on long-term	IAS 21 requires exchange differences arising on restatement of foreign currency monetary items, both long-term and short-term, to be recognized in the income statement for the period.

No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
			foreign currency monetary items. For the companies applying second option under the erstwhile Indian GAAP, Ind AS 101 provides an additional option. They may continue to account for exchange differences arising on long-term foreign currency monetary items recognized in the financial statements for the period ending immediately before the beginning of first Ind AS reporting period using the previous GAAP accounting policy. AS 21 does not apply to exchange differences arising on such long-term foreign currency monetary items.	
4	Ind AS 101	Additional exemption relating to noncurrent assets held for sale and discontinued operations	Ind AS 101 allows a first-time adopter to use the transition date circumstances to measure the non-current assets held for sale and discontinued operations at the lower of carrying value and fair value less cost to sell.	There is no exemption under IFRS 1 relating to non-current assets held for sale and discontinued operations.
5	Ind AS 1	Current/ non-current classification on breach of debt covenant	First, Ind AS 1 refers to breach of material provision, instead of any provision. This indicates that breach of immaterial provision may not impact loan classification. Second, under Ind AS 1, waivers granted by the lender or rectification of breach between the end of the reporting period and	If an entity breaches a provision of a long-term loan arrangement on or before the period end with the effect that the liability becomes payable on demand, the loan is classified as current liability. This is the case even if the lender has agreed, after the period end and before the

No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
			the date of approval of financial statements for issue are treated as adjusting events. A corresponding change has also been made in Ind AS 10.	authorization of the financial statements for issue, not to demand payment as a consequence of the breach. Such waivers granted by the lender or rectification of a breach after the end of the reporting period are considered as non-adjusting events and disclosed.
6	Ind AS 1	Analyses of expenses in the statement of profit and loss	Ind AS 1 requires entities to present an analysis of expenses recognized in profit or loss using a classification based on their nature only. Thus, there is no option to use functional classification for presentation of expenses.	IAS 1 requires an entity to present an analysis of expenses recognized in profit or loss using a classification based on either their nature or their function within the entity, whichever provides the information that is reliable and more relevant.
7	Ind AS 1	Materiality and aggregation	Ind AS 1 modifies these requirements by adding the words “except when required by law.” Hence, if the applicable law requires separate presentation/disclosure of certain items, they are presented separately irrespective of materiality.	IAS 1 requires: • each material class of similar items to be presented separately in the financial statements; and • items of a dissimilar nature or function to be presented separately unless they are immaterial. Also, IAS 1 states that specific disclosure need not be provided if the same is considered immaterial.
8	Ind AS 7	Classification of interest paid and interest and dividend received	Ind AS 7 does not give an option. It requires non-financial entities to classify interest paid as part of “financing	For non-financial entities, interest paid and interest and dividends received may be classified as “operating activities.”

No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
			activities" and interest and dividend received as "investing activities."	Alternatively, interest paid and interest and dividends received may be classified as "financing activities" and "investing activities" respectively.
9	Ind AS 7	Classification of dividend paid	Dividend paid may be classified either as operating or financing cash flows.	Dividend paid is classified as financing cash flows.
10	Ind AS 103	Bargain purchase gains	Ind AS 103 requires bargain purchase gain to be recognized in OCI and accumulated in the equity as capital reserve. However, if there is no clear evidence for the underlying reason for bargain purchase, the gain is directly recognized in equity as capital reserve, without routing the same through OCI. A similar change has also been made with regard to bargain purchase gain arising on investment in associate/JV, accounted for using the acquisition method.	Where consideration transferred for business acquisition is lower than the acquisition date fair value of net assets acquired, the gain is recognized in the income statement after a detailed reassessment.
11	Ind AS 103	Common control business combinations	Ind AS 103 requires business combinations of entities or businesses under common control to be mandatorily accounted using the pooling of interest method. The application of this method requires the following: Assets and liabilities of the combining entities are reflected at their carrying amounts. No adjustments are made to reflect fair values, or to	IFRS 3 excludes from its scope common control business combinations.

No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
			recognize any new assets or liabilities. Financial information in respect of prior periods is restated as if business combination has occurred from the beginning of the earliest period presented. The balance of the retained earnings appearing in the financial statements of the transferor is aggregated with the corresponding balance appearing in the financial statements of the transferee; alternatively, it is transferred to general reserves, if any. The identity of the reserves is preserved and appears in the financial statements of the transferee in the same form in which they appeared in the financial statements of the transferor. The difference between the amount recorded as share capital issued plus any additional consideration in cash or other assets and the amount of share capital of the transferor is transferred to capital reserve and presented separately from other capital reserves.	
12	Ind AS 17	Straight-lining of lease rentals in operating leases	Lease payments under an operating lease are recognized as an expense on a straight-line basis over the lease term unless either: • another systematic basis is more representative of the time pattern of	Rentals under an operating lease are recognized on a straight-line basis over the lease term unless another systematic basis is more representative of the time pattern of the user's benefit.

No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
			the user's benefit; or • payments to the lessor are structured to increase in line with expected general inflation to compensate for the lessor's expected inflationary cost increases. If payments to the lessor vary because of factors other than general inflation, then this condition is not met.	
13	Ind AS 28	Uniform accounting policies	Ind AS 28 also requires the use of uniform accounting policies. However, an exemption on the grounds of "impracticability" has been granted for associates. This is for the reason that the investor does not have "control" over the associate and it may not be able to influence the associate to prepare additional financial statements or to follow the accounting policies that are followed by the investor.	Compliance with uniform accounting policies is mandatory.
14	Ind AS 40	Use of the fair value model	Ind AS 40 does not permit the use of fair value model for subsequent measurement of investment property. It requires, however, the fair value of the investment property to be disclosed in	An entity has an option to apply either the cost model or the fair value model for subsequent measurement of its investment property. If the fair value model is used, all investment properties, including investment properties

No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
			the notes to financial statements. Consequent to the above change, companies are not allowed to use even fair value as deemed cost exemption for IP at the date of transition to Ind AS.	under construction, are measured at fair value and changes in the fair value are recognized in the profit or loss for the period in which it arises. Under the fair value model, the carrying amount is not required to be depreciated. Among other options, companies are allowed to use fair value as deemed cost exemption for IP at the date of transition to IFRS.
15	Ind AS 27	Use of equity method to account for investments in subsidiaries, joint ventures and associates in SFS	Ind AS 27 does not allow the use of equity method to account for investments in subsidiaries, joint ventures and associates in SFS. The reason for the same is that Ind AS considers equity method to be a manner of consolidation rather than a measurement basis.	IAS 27 allows an entity to use the equity method to account for its investments in subsidiaries, joint ventures and associates in its SFS. Consequently, an entity is permitted to account for these investments either: • at cost; • in accordance with IFRS 9; or • using the equity method. This is an accounting policy choice for each category of investment.
16	Ind AS 24	Definition of close members of the family of a person	Definition “close members of the family” under Ind AS 24 is similar. In addition to relations prescribed under IFRS, it includes brother, sister, father and mother in sub-paragraph (a).	As per IAS 24, “close members of the family” of a person are those family members who may be expected to influence, or be influenced by, that person in their dealings with the entity. They may include: • the person’s spouse or

No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
				domestic partner and children; • children of the person's spouse or domestic partner; and • dependents of the person or the person's spouse or domestic partner.
17	Ind AS 115	Variable consideration – Penalties	Where the penalty is inherent in determination of transaction price, it will form part of variable consideration. For example, where an entity agrees to transfer control of a good or service in a contact with a customer at the end of 30 days for INR100,000 and if it exceeds 30 days, the entity is entitled to receive only INR95,000, the reduction of INR5,000 will be regarded as variable consideration. In other cases, the transaction price will be considered as fixed.	The amount of consideration, among other things, can vary because of penalties.
18	Ind AS 115	The amount of consideration, among other things, can vary because of penalties	Ind AS 115 contains all the disclosure requirements in IFRS 15. In addition, Ind AS 115 requires presentation of a reconciliation between the amount of revenue recognized in the statement of profit or loss and the contracted price, showing separately adjustments made to the contracted price, for example on account of discounts, rebates, refunds,	IFRS 15 requires extensive qualitative and quantitative disclosures including those on disaggregated revenue, reconciliation of contract balances, performance obligations and significant judgments.

No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
			price concessions, incentives, bonus, etc. specifying the nature and amount of each such adjustment separately.	
19	Ind AS 23	Exchange differences regarded as adjustment to interest costs	In accordance with IAS 23, borrowing cost includes exchange difference arising from foreign currency borrowings to the extent that they are regarded as an adjustment to interest costs. However, it does not provide any specific guidance on measurement of such amounts.	Ind AS 23 is similar to IAS 23. However, Ind AS 23 provides the following additional guidance on the manner of arriving at this adjustment: The adjustment should be of an amount equivalent to the extent to which the exchange loss does not exceed the difference between the costs of borrowing in functional currency when compared to the costs of borrowing in a foreign currency. If there is an unrealized exchange loss which is treated as an adjustment to interest and subsequently there is a realized or unrealized gain in respect of the settlement or translation of the same borrowing, the gain to the extent of the loss previously recognized as an adjustment should also be recognized as an adjustment to interest.
20	Ind AS 1	Statements of comprehensive income/Statement of profit and loss	Ind AS 1 allows only the single statement approach and does not permit the two statements approach. For deletion of two statements approach, consequential amendments have also been made in other Ind AS.	With regard to preparation of statement of profit and loss, IFRS provides an option either to follow the single statement approach or to follow the two-statement approach. An entity may present a single statement of profit or loss and other

No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
				comprehensive income, with profit or loss and other comprehensive income presented in two sections; or it may present the profit or loss section in a separate "statement of profit or loss" which shall immediately precede the "statement of comprehensive income," which shall begin with profit or loss.
21	Ind AS 1	Frequency of reporting	Ind AS 1 does not permit entities to use a periodicity other than one year to present their financial statements.	In accordance with IAS 1, an entity consistently prepares financial statements for a one-year period. However, for practical reasons, some entities prefer to report, for example, for a 52-week period. IAS 1 does not preclude this practice.
22	Ind AS 33	Applicability of EPS	This scope requirement has been deleted in the Ind AS the applicability or exemptions is governed by Companies Act, 2013 and the rules made thereunder. Since there is no exemption from disclosing EPS under the Companies Act, all companies covered under Ind AS need to disclose EPS.	IAS 33 applies only to an entity whose ordinary shares or potential ordinary shares are traded in a public market or that files, or is in the process of filing, its financial statements with a securities commission or other regulatory organization for the purpose of issuing ordinary shares in a public market.
23	Ind AS 33	Presentation of EPS in separate financial statements	Ind AS 33 requires EPS-related information to be disclosed both in CFS and SFS. In CFS, such disclosures will be based on consolidated information. In SFS, such disclosures will be based	IAS 33 provides that when an entity presents both consolidated financial statements (CFS) and separate financial statements (SFS), it may give EPS-related information in CFS only.

No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
			on information given in the SFS.	
24	Ind AS 108	Applicability of operating segments	This scope requirement has been deleted in the Ind AS; the applicability and exemptions are governed by Companies Act, 2013 and the rules made thereunder. Currently, the Companies Act does not exempt any company (except a few government companies in the defense sector) from presentation of segment information.	IFRS 8 applies only to an entity whose ordinary shares or potential ordinary shares are traded in a public market or that files, or is in the process of filing, its financial statements with a securities commission or other regulatory organization for the purpose of issuing ordinary shares in a public market.
25	Ind AS 24	Aggregation of transactions for disclosure	Ind AS 24 provides additional guidance whereby items of similar nature may be disclosed in aggregate by type of related party. However, this is not done in such a way as to obscure the importance of significant transactions. Hence, purchases or sales of goods are not aggregated with purchases or sales of fixed assets. Nor is a material related party transaction with an individual party clubbed in an aggregated disclosure.	IFRS does not provide any guidance on the aggregation of transaction for disclosure.
26	Ind AS 101	First-time adoption – Comparative information	The ITFG has clarified that due to the Companies Act notification, a first-time adopter can give Ind AS comparative information only for one year.	IFRS 1 requires comparative information for a minimum of one year. If an entity elects, it can give comparative information for more than one year.
27	Ind AS 101	First-time adoption – Exemption	There is no such exemption under Ind AS 101, since Indian GAAP requires the borrowing	IFRS 1 permits a first-time adopter to apply the requirements of IAS 23 from the date of transition

No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
		relating to borrowing cost	cost relating to qualifying assets to be capitalized if the criteria laid down in Ind AS 16 are fulfilled.	or from an earlier date as permitted by the transitional requirements of IAS 23.
28	N/A	Preparation of combined and carve-out financial statements	Guidance Note on Combined and Carve Out Financial Statements issued by the Institute of The Institute of Chartered Accountants of India provides guidance on preparation of combined and carve-out financial statements.	IFRS does not provide any guidance on this matter.

INDEX TO THE FINANCIAL STATEMENTS

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Report on review of condensed consolidated interim financial statements

To the Board of Directors of Biocon Biologics Limited

Introduction

We have reviewed the accompanying condensed consolidated interim financial statements of Biocon Biologics Limited (hereinafter referred to as the 'Holding Company'), its employee welfare trust and its subsidiaries (Holding Company, its employee welfare trust and its subsidiaries together referred to as 'the Group'), which comprise the condensed consolidated interim balance sheet as at 30 June 2024 and the condensed consolidated interim statement of profit and loss (including other comprehensive income), condensed consolidated interim statement of changes in equity and condensed consolidated interim statement of cash flows for the three months period then ended, including material accounting policies and other explanatory notes (hereinafter referred to as "the condensed consolidated interim financial statements").

The Holding Company's Management and Board of Directors are responsible for the preparation and presentation of these condensed consolidated interim financial statements in accordance with the Indian Accounting Standards 34 "Interim Financial Reporting" specified under Section 133 of the Companies Act, 2013 ("Act"). Our responsibility is to express a conclusion on the condensed consolidated interim financial statements based on our review.

Scope of review

We conducted our review in accordance with the Standard on Review Engagements (SRE) 2410 "Review of Interim Financial Information Performed by the Independent Auditor of the Entity". A review of interim financial information consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Standards on Auditing and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

Other Matter

We did not review the interim financial statements of one subsidiary included in the condensed consolidated interim financial statements, whose interim financial statements reflects total assets (before consolidation adjustments) of Rs. 36,659 million as at 30 June 2024, total revenues (before consolidation adjustments) of Rs. 3,832 million and net cash outflows (before consolidation adjustments) amounting to Rs. 296 million for the three months ended on that date, as considered in the condensed consolidated interim financial statements. These interim financial statements have been reviewed by other auditor whose report have been furnished to us and our conclusion on these condensed consolidated interim financial statements, in so far as it relates to the amounts included in respect of this subsidiary, is based solely on the report of the other auditor.

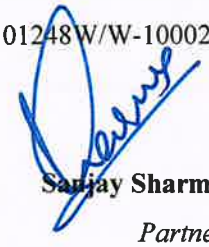
Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the accompanying condensed consolidated interim financial statements are not prepared, in all material respects, in accordance with the Indian Accounting Standards 34 "Interim Financial Reporting" specified under Section 133 of the Act.

For **B S R & Co. LLP**

Chartered Accountants

Firm's Registration No.:101248W/W-100022



Sanjay Sharma

Partner

Membership No.: 063980

ICAI UDIN: 24063980BKFGIU7732

Place: Bengaluru

Date:18 September 2024

BIOCON BIOLOGICS LIMITED
CONDENSED CONSOLIDATED INTERIM BALANCE SHEET AS AT JUNE 30, 2024
(All amounts are in Indian Rupees Million, except share data and per share data, unless otherwise stated)

	Note	June 30, 2024 (Unaudited)	March 31, 2024 (Audited Refer note 15)
ASSETS			
Non-current assets			
Property, plant and equipment	2(a)	36,888	36,885
Capital work-in-progress		19,238	18,891
Right-of-use assets		1,599	1,646
Goodwill	2(b)	163,519	163,460
Other Intangible assets	2(c)	60,604	62,142
Intangible assets under development		40,262	39,341
Financial assets			
(i) Derivative assets		298	269
(ii) Other financial assets		1,083	864
Income tax assets (net)		686	574
Deferred tax assets (net)	3	1,861	2,568
Other non-current assets		3,638	3,529
Total non-current assets		**329,676**	**330,169**
Current assets			
Inventories	4	37,682	37,092
Financial assets			
(i) Current investments		4,476	109
(ii) Trade receivables	5	43,574	49,505
(iii) Cash and cash equivalents		10,636	8,534
(iv) Bank balance other than (iii) above		562	553
(v) Derivative assets		687	686
(vi) Other financial assets		990	605
Other current assets		4,548	3,839
Total current assets		**103,155**	**100,923**
TOTAL		**432,831**	**431,092**
EQUITY AND LIABILITIES			
Equity			
Equity share capital		13,217	13,217
Other equity		178,671	170,192
Total equity		**191,888**	**183,409**
Non-current liabilities			
Financial liabilities			
(i) Borrowings	6 (a)	112,658	112,172
(ii) Lease liabilities		1,289	1,402
(iii) Derivative liabilities		1,106	1,163
(iv) Other financial liabilities		7,752	7,426
Provisions		1,599	1,672
Deferred tax liabilities (net)	3	3,843	3,950
Other non-current liabilities		565	343
Total non-current liabilities		**128,812**	**128,128**
Current liabilities			
Financial liabilities			
(i) Borrowings	6 (b)	32,791	26,748
(ii) Lease liabilities		627	605
(iii) Trade payables		51,350	56,806
(iv) Derivative liabilities		-	2
(v) Other financial liabilities		23,182	32,491
Provisions		800	678
Other current liabilities		2,320	1,239
Current tax liabilities (net)		1,061	986
Total current liabilities		**112,131**	**119,555**
TOTAL		**432,831**	**431,092**

The accompanying notes are an integral part of the condensed consolidated interim financial statements.

As per our report of even date attached

for **B S R & Co. LLP**
Chartered Accountants
Firm Registration Number: 101248W/W-100022

Sanjay Sharma
Partner
Membership No.: 063980

Bengaluru
Date: September 18, 2024

for and on behalf of **the Board of Directors of Biocon Biologics Limited**

Shreehas P Tambe
Managing Director
DIN: 09796480

Kedar Upadhye
Chief Financial Officer

Bengaluru
Date: September 18, 2024

Arun Suresh Chandavarkar
Director
DIN: 01596180

Akhilesh Nand
Company Secretary

BIOCON BIOLOGICS LIMITED BENGALURU

BIOCON BIOLOGICS LIMITED
CONDENSED CONSOLIDATED INTERIM STATEMENT OF PROFIT AND LOSS FOR THE THREE MONTHS ENDED JUNE 30, 2024
(All amounts are in Indian Rupees Million, except share data and per share data, unless otherwise stated)

	Note	Three months ended June 30, 2024 (Unaudited)	Three months ended June 30, 2023 (Unaudited)
Income			
Revenue from operations	7		
Sale of products		20,632	18,108
Sale of services		99	1,925
Other operating revenue		103	115
Other income	8	11,119	448
Total income		**31,953**	**20,596**
Expenses			
Cost of raw materials and packing materials consumed		2,997	4,782
Purchases of traded goods		4,083	2,432
Changes in inventories of finished goods, traded goods and work-in-progress		(395)	(411)
Employee benefits expense		3,903	2,469
Finance costs		1,991	2,053
Depreciation and amortisation expense		2,675	2,281
Other expenses	9	6,348	6,791
		21,602	**20,397**
Less: Recovery of cost from co-development partners (net)		(296)	(45)
Total expenses		**21,306**	**20,352**
Profit before tax and exceptional items		**10,647**	**244**
Exceptional items		-	-
Profit before tax		**10,647**	**244**
Tax expenses/(credit)	3		
Current tax		2,037	68
Deferred tax (credit) / charge			
MAT charge/(credit)		132	-
Other deferred tax (credit) / charge		457	(48)
Total tax expenses		**2,626**	**20**
Profit for the period		**8,021**	**224**
Other comprehensive income (OCI)			
(i) Items that will not be reclassified subsequently to profit or loss			
Re-measurement losses on defined benefit plans		-	(6)
Income tax effect		-	-
		-	**(6)**
(ii) Items that may be reclassified subsequently to profit or loss			
Effective portion of gains/(losses) on hedging instrument in cash flow hedges		33	724
Exchange difference on translation of foreign operations		233	(172)
Income tax effect		(8)	-
		258	**552**
Other comprehensive income for the period, net of tax		**258**	**546**
Total comprehensive income for the period		**8,279**	**770**
Earnings per equity share	13		
Basic (in Rs)		5.13	0.14
Diluted (in Rs)		5.08	0.14

The accompanying notes are an integral part of the condensed consolidated interim financial statements.

As per our report of even date attached

for **B S R & Co. LLP**
Chartered Accountants
Firm Registration Number: 101248W/W-100022

Sanjay Sharma
Partner
Membership No.: 063980

Bengaluru
Date: September 18, 2024

for and on behalf of **the Board of Directors of Biocon Biologics Limited**

Shreehas P Tambe
Managing Director
DIN: 09796480

Arun Suresh Chandavarkar
Director
DIN: 01596180

Kedar Upadhye
Chief Financial Officer

Akhilesh Nand
Company Secretary

Bengaluru
Date: September 18, 2024

BIOCON BIOLOGICS LIMITED BENGALURU

BIOCON BIOLOGICS LIMITED
CONDENSED CONSOLIDATED INTERIM STATEMENT OF CHANGES IN EQUITY FOR THE PERIOD ENDED JUNE 30, 2024
(All amounts are in Indian Rupees million, except share data and per share data, unless otherwise stated)

(A) Equity share capital	June 30, 2024 (Unaudited)	June 30, 2023 (Unaudited)
Opening balance	13,217	13,217
Closing balance	**13,217**	**13,217**

(B) Other equity

				Reserves and surplus								Other comprehensive income			
	Equity portion of preference shares	Compulsorily Convertible Preference Shares classified as a Equity instrument	Equity portion of Compulsorily Convertible Debentures	Securities Premium	Retained earnings	Amalgamation adjustment reserve	Debenture redemption reserve	Capital redemption reserve	Treasury Shares	Fair value reserve for Compound Financial Instrument	Employee stock option outstanding reserve	Cash flow hedging reserves	Foreign currency translation reserve	Re-measurement losses on defined benefit plans	Total other equity
Balance at April 1, 2023	**100**	**2,312**	**-**	**153,327**	**2,265**	**(1,348)**	**1,363**	**1,292**	**(13)**	**-**	**859**	**(29)**	**2,802**	**(71)**	**162,859**
Profit for the period	-	-	-	-	224	-	-	-	-	-	-	-	-	-	224
Other comprehensive income, net of tax	-	-	-	-	-	-	-	-	-	-	-	724	(172)	(6)	546
Total comprehensive income for the period	**-**	**-**	**-**	**-**	**224**	**-**	**-**	**-**	**-**	**-**	**-**	**724**	**(172)**	**(6)**	**770**
Transactions recorded directly in equity															
Securities premium received on issue of securities issued during the period [refer note 6 (a) (ii) and (iii)]	-	-	-	7,715	-	-	-	-	-	-	-	-	-	-	7,715
Compulsorily convertible debentures classified as Equity [refer note 6 (a) (ii)]	-	-	2,850	(2,893)	-	-	-	-	-	-	-	-	-	-	(43)
Optionally convertible debentures classified as Liability [refer note 6 (a) (iii)]	-	-	-	(4,822)	-	-	-	-	-	-	-	-	-	-	(4,822)
Compulsorily convertible debentures classified as Compound Financial Instrument [refer note 6 (a) (ii) and 11]	-	-	-	-	-	-	-	-	-	(1,039)	-	-	-	-	(1,039)
Employee stock compensation expense	-	-	-	-	-	-	-	-	-	-	131	-	-	-	131
Balance at June 30, 2023	**100**	**2,312**	**2,850**	**153,327**	**2,489**	**(1,348)**	**1,363**	**1,292**	**(13)**	**(1,039)**	**990**	**695**	**2,630**	**(77)**	**165,571**
Balance at April 1, 2024	**100**	**2,312**	**2,850**	**153,327**	**4,447**	**(1,348)**	**1,363**	**1,292**	**(13)**	**(1,039)**	**1,589**	**645**	**4,761**	**(94)**	**170,192**
Profit for the period	-	-	-	-	8,021	-	-	-	-	-	-	-	-	-	8,021
Other comprehensive income, net of tax	-	-	-	-	-	-	-	-	-	-	-	25	233	-	258
Total comprehensive income for the period	**-**	**-**	**-**	**-**	**8,021**	**-**	**-**	**-**	**-**	**-**	**-**	**25**	**233**	**-**	**8,279**
Transfer to Debenture redemption reserve	-	-	-	-	86	-	(86)	-	-	-	-	-	-	-	-
Employee stock compensation expense	-	-	-	-	-	-	-	-	-	-	200	-	-	-	200
Balance at June 30, 2024	**100**	**2,312**	**2,850**	**153,327**	**12,554**	**(1,348)**	**1,277**	**1,292**	**(13)**	**(1,039)**	**1,789**	**670**	**4,994**	**(94)**	**178,671**

The accompanying notes are an integral part of the condensed consolidated interim financial statements.

As per our report of even date attached

for **B S R & Co. LLP**
Chartered Accountants
Firm Registration Number: 101248W/W-100022

Sanjay Sharma
Partner
Membership No.: 063980

Bengaluru
Date: September 18, 2024

for and on behalf of **the Board of Directors of Biocon Biologics Limited**

Shreehas P Tambe
Managing Director
DIN: 09796480

Arun Suresh Chandavarkar
Director
DIN: 01696180

Kedar Upadhye
Chief Financial Officer

Akhilesh Nand
Company Secretary

Bengaluru
Date: September 18, 2024

BIOCON BIOLOGICS LIMITED BENGALURU

BIOCON BIOLOGICS LIMITED
STATEMENT OF CONDENSED CONSOLIDATED INTERIM CASH FLOWS FOR THE PERIOD ENDED JUNE 30, 2024
(All amounts are in Indian Rupees million, except share data and per share data, unless otherwise stated)

		Three months ended June 30, 2024 (Unaudited)	Three months ended June 30, 2023 (Unaudited)
I	**Cash flows from operating activities**		
	Profit for the period	8,021	224
	Adjustments to reconcile profit for the period to net cash flows		
	Depreciation and amortisation expense	2,675	2,281
	Tax expense	2,626	20
	Finance costs	1,991	2,053
	Employee stock compensation expense	200	130
	Provision for doubtful debts, net	20	-
	Net gain on sale of current investments	(50)	(31)
	Gain on slump sale (net) (refer note 8)	(10,573)	-
	Net loss on financial assets/liabilities designated at fair value through profit or loss	123	(304)
	Unrealised foreign exchange (gain) / loss	203	10
	Interest income	(26)	(25)
	Exceptional expenses (non-cash)	-	
	Operating profit before working capital changes	**5,210**	**4,358**
	Movements in working capital		
	Decrease / (Increase) in inventories	(1,168)	(680)
	Decrease / (Increase) in trade receivables	5,457	348
	(Decrease) / Increase in trade payables, other financial & non financial liabilities and provisions	(3,308)	(4,336)
	Decrease / (Increase) in other assets	(1,910)	(1,681)
	Cash generated from operations	**4,281**	**(1,991)**
	Income taxes paid (net of refunds)	(2,074)	64
	Net cash flow generated from operating activities	**2,207**	**(1,927)**
II	**Cash flows from investing activities**		
	Purchase of property, plant and equipment including Capital work-in-progress	(2,309)	(2,326)
	Purchase of other intangible assets and intangible assets under development	(720)	(34)
	Consideration for slump sale	11,420	-
	Purchase of investments	(19,564)	(17,517)
	Proceeds from sale of investments	15,181	9,782
	Redemption of fixed deposit with original maturity more than 3 months	-	23
	Interest received	16	51
	Net cash flow (used in) investing activities	**4,024**	**(10,021)**
III	**Cash flows from financing activities**		
	Proceeds from issuance of debentures [refer note 6 (a) (i) (ii) and (iii)]	6,250	8,000
	Proceeds from non-current borrowings	2,950	-
	Repayment of non-current borrowings	(3,830)	(200)
	Proceeds/ (repayment) from current borrowings (net)	(22)	8
	Payment of deferred consideration related to acquisition of biosimiliars business from Viatris	(8,341)	-
	Repayment of lease liabilities	(175)	(143)
	Interest paid	(1,426)	(1,914)
	Net cash flow generated from financing activities	**(4,594)**	**5,751**
IV	**Net (decrease) / Increase in cash and cash equivalents (I + II + III)**	**1,637**	**(6,197)**
V	Effect of exchange differences on cash and cash equivalents held in foreign currency	(7)	(11)
VI	Cash and cash equivalents at the beginning of the year	5,393	8,590
VII	**Cash and cash equivalents at the end of the year (IV + V + VI)**	**7,023**	**2,382**
	Reconciliation of cash and cash equivalents as per statement of cash flow		
	Cash and cash equivalents (Note 11)		
	Balances with banks - on current accounts	5,510	3,231
	Deposits with original maturity of less than 3 months	5,005	-
	Cash on hand [refer note (a) below]	121	-
		10,636	**3,231**
	Cash credits	(3,613)	(849)
	Balance as per statement of cash flows	**7,023**	**2,382**

The accompanying notes are an integral part of the condensed consolidated interim financial statements.

As per our report of even date attached

for **B S R & Co. LLP**
Chartered Accountants
Firm Registration Number: 101248W/W-100022

Sanjay Sharma
Partner
Membership No.: 063980

Bengaluru
Date: September 18, 2024

for and on behalf of **the Board of Directors of Biocon Biologics Limited**

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Managing Director
DIN: 09796480

Arun Suresh Chandavarkar
Director
DIN: 01896180

Kedar Upadhye
Chief Financial Officer

Akhilesh Nand
Company Secretary

Bengaluru
Date: September 18, 2024

BIOCON BIOLOGICS LIMITED BENGALURU

1. Company overview

1.1 Reporting entity

Biocon Biologics Limited ("BBL" or the "parent company" or "the Company"), a subsidiary of Biocon Limited, together with its subsidiaries and trust (collectively, the "Group"), is engaged in manufacture and development of pharmaceutical formulations. The Company is a public limited company incorporated and domiciled in India and has its registered office at Biocon House, Semicon Park Electronics City, Phase – II, Hosur Road, Bengaluru – 560 100.

1.2 Basis of preparation of financial statements

a) Statement of compliance

The condensed consolidated interim financial statements for the three months ended June 30, 2024 have been prepared in accordance with Indian Accounting Standards (Ind AS) 34 Interim Financial Reporting, and should be read in conjunction with the Group's last annual consolidated financial statements as at and for the year ended March 31, 2024 ('last annual financial statements'). They do not include all the information required for a complete set of financial statements prepared in accordance with Ind AS. However, selected explanatory notes are included to explain events and transactions that are significant to an understanding of the changes in the Group's financial position and performance since the last annual financial statements.

The Group has performed an assessment of its financial position as at June 30, 2024 and the forecasts of the Group for a period of fifteen months from the date of these financial statements. As part of this assessment, following factors are considered by the management.

- In the financial year 2022-23, the Group acquired the biosimilar business from Viatris using long-term funding arrangements amounting to Rs. 98,616 (outstanding balance as on June 30, 2024 Rs. 79,202, March 31, 2024 Rs. 79,173). The Group also has obligation to pay deferred consideration to Viatris. During the three months ended June 30, 2024, funding arrangement was amended, whereby the lenders have relied upon the Equity Support Agreement ('ESA') given by Biocon Limited and has resulted in relief for purpose of covenant compliance. ESA was approved by the shareholders of Biocon Limited ("the Holding Company") on 22 April 2024.

- The Group's ability to utilize the sanctioned working capital facilities and re-finance its borrowings for operations when these fall due. The Group is having discussions with the banks and has received indicative term sheets for such arrangements.

- Projected performance of the Group specifically considering net cash inflows duly simulated for alternate scenarios with sensitivities for the key assumptions.

- Infusion of Rs. 6,250 by Biocon Limited during the current quarter by way of an Optionally Convertible Debentures.

Based on the evaluation described above, management believes that the Group has sufficient financial resources available to it as on the date of approval of these condensed consolidated interim financial statements and that it will be able to continue as a going concern in the foreseeable future. Accordingly, these condensed consolidated interim financial statements have been prepared for the Group as a going concern basis in accordance with the relevant Ind AS that are effective at the Company's reporting date, June 30, 2024.

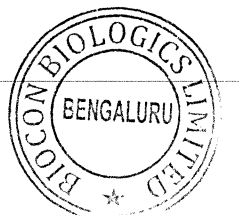
These condensed consolidated interim financial statements are approved for issuance by the Company's Board of Directors on September 18, 2024.

b) Functional and presentation currency

These condensed consolidated interim financial statements are presented in Indian rupees (INR), which is also the functional currency of the parent Company. All amounts have been rounded-off to the nearest million, unless otherwise indicated. In respect of subsidiaries whose operations are self-contained and integrated, the functional currency has been determined to be the currency of the primary economic environment in which the entity operates.

c) Basis of measurement

These condensed consolidated interim financial statements have been prepared on the historical cost basis, except for the following items:



- Derivative Financial instruments at fair value
- Certain financial assets and liabilities are measured at fair value;
- Net defined benefit assets/(liability) are measured at fair value of plan assets, less present value of defined benefit obligations;
- Employee stock compensation at grant date fair value.
- Contingent consideration receivable or payable in a business combination at fair value
- Non derivative financial instruments at Fair Value Through Profit and Loss (FVTPL)

d) Use of estimates and judgements

The preparation of the condensed consolidated interim financial statements in conformity with Ind AS requires management to make estimates, judgements and assumptions. These estimates, judgements and assumptions affect the application of accounting policies and the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the period. Accounting estimates could change from period to period. Actual results could differ from those estimates. Appropriate changes in estimates are made as management becomes aware of changes in circumstances surrounding the estimates. Changes in estimates are reflected in the financial statements in the period in which changes are made and, if material, their effects are disclosed in the notes to the condensed consolidated interim financial statements.

e) Change in accounting policy

The accounting policies applied in these condensed consolidated interim financial statements are the same as those applied in the last annual financial statements as at and for the year ended March 31, 2024.

BIOCON BIOLOGICS LIMITED BENGALURU

2(a). Property, plant and equipment

Acquisitions and disposals
During the three months ended June 30, 2024, the Group capitalised assets with a cost of Rs.960 out of which Rs. 683 is capitalised under head plant & equipment (three months ended June 30, 2023: Rs. 448). This amount includes capitalised borrowing costs

Other assets with a carrying amount of Rs. 9 were disposed of during the three months ended June 30, 2024 (three months ended June 30, 2023: Nil).

2 (b). Goodwill

Goodwill arising upon business combination is not amortized, but tested for impairment annually or more frequently if there is any indication that the cash generating unit to which goodwill is allocated is impaired

There have been no significant changes to the assumptions from the year end March 31, 2024 and there are no indications of impairment as at June 30, 2024.

2 (c) Intangible Assets

Acquisitions and disposals
During the three months ended June 30, 2024, the Group capitalised assets with a cost of Rs.55 under computer software (three months ended June 30, 2023: Nil). No assets were disposed of during the three months ended June 30, 2024 (three months ended June 30, 2023: Nil).

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BIOCON BIOLOGICS LIMITED BENGALURU

3. Tax

	June 30, 2024 (Unaudited)	March 31, 2024 (Audited Refer note 15)
Deferred tax (liabilities) / assets (net)		
Deferred tax liabilities (net)	(3,843)	(3,950)
Deferred tax assets (net)	1,861	2,568
Total	**(1,982)**	**(1,382)**

Tax Expense

Income tax expense is recognised based on management's estimate of the weighted average effective annual income tax rate expected for the full financial year. The estimated average annual tax rate used for the period to June 30, 2024 is 24.7%, compared to 8.2% for the three months ended June 30, 2023. The tax rate was higher in 2024 due to the recognition of capital gain tax on sale of business during the period.

4. Inventories

(a) Inventories includes goods in-transit Rs 206 (March 31, 2024: Rs 3,985)

(b) Write-down of inventories to net realisable value and provision for stock obsolescence amounted to Rs 621 (June 30, 2023: Rs 252). These were recognised as an expense during the period and included in 'changes in inventories of traded goods, finished goods and work-in-progress' in condensed consolidated interim statement of profit or loss

5. Trade receivables

	June 30, 2024 (Unaudited)	March 31, 2024 (Audited Refer note 15)
Current		
(a) Trade receivables considered good - Unsecured	43,574	49,505
(b) Trade receivables - credit impaired	422	297
	43,996	49,802
Allowance for expected credit loss	(422)	(297)
Net trade receivables	**43,574**	**49,505**

6. Borrowings

a) Non-current borrowings

	June 30, 2024 (Unaudited)	March 31, 2024 (Audited Refer note 15)
Loans from banks (secured)		
Term loan	92,177	92,888
Loans from banks (unsecured)		
Term loan	1,709	1,708
Other loans from related parties (unsecured)		
Non-Convertible Redeemable Preference Shares ("NCRPS")	2,054	2,054
Optionally Convertible Debentures ("BL OCD") [refer note (iii) below]	5,924	5,701
Optionally Convertible Debentures ("BL OCD1") [refer note (i) below]	6,311	-
Non-Cumulative Redeemable Convertible Preference Shares	857	795
Other loans (unsecured)		
Redeemable Optionally Convertible Debentures	15,131	14,939
Compulsorily Convertible Debentures ("CCD") [refer note (ii) below]	150	150
	124,313	**118,235**
Less: Current maturity disclosed under the head "Current borrowings"	(11,655)	(6,063)
	112,658	**112,172**

(i) During the three months ended June 30, 2024, the Group has entered into debenture subscription agreement with Biocon Limited for issuance of 12,500,000 Optionally Convertible Debentures ("BL OCD1") private placement basis at an issue price of Rs. 500 per unit amounting to Rs. 6,250. The BL OCD are issued for a tenor of 60 months, are unsecured, redeemable at par during the tenor at the option of the investor. BL OCD bears a coupon rate of 12% per annum payable on compounded and cumulative basis only on redemption. The debentures was accounted as a debt financial instrument in line with Ind AS, given that it has financial liability feature. Accordingly, the consideration received was recorded as financial liability. As at June 30, 2024, the interest accrued amounts to Rs. 61 (three months ended June 30, 2023 Nil) and has been recorded under "Finance cost".

(iii) During the three months ended June 30, 2023, the Group has entered into debenture subscription agreement with Biocon Limited for issuance of 17,810,073 Optionally Convertible Debentures ("BL OCD") private placement basis at an issue price of Rs. 280.74 per unit amounting to Rs. 5,000. The BL OCD are issued for a tenor of 47 months, are unsecured, redeemable at par and carry a conversion option at any time during the tenor at the option of the investor. BL OCD bears a coupon rate of 12% per annum plus agreed variable coupon payable on compounded and cumulative basis only on redemption. The variable coupon is linked to the equity share price of the Company. The BL OCD are convertible upon occurrence of conversion event. The debentures was accounted as a debt financial instrument in line with Ind AS, given that it has financial liability feature. Accordingly, the consideration received was recorded as financial liability. As at June 30, 2024, the interest accrued amounts to Rs. 223 (three months ended June 30, 2023 Rs. 113) and has been recorded under "Finance cost".

(iv) Term loans from the Bank provides for certain financial covenants at the Group level. As at the date of adoption of these financial statements, the Group complies with the financial covenants.

b) Current borrowings

	June 30, 2024 (Unaudited)	March 31, 2024 (Audited Refer note 15)
From banks/ financial institutions		
Packing credit foreign currency loan (unsecured)	6,053	4,884
Packing credit rupee export loan (unsecured)	6,470	7,660
Cash credit (secured)	3,613	3,141
Term Loan	5,000	5,000
Current maturities of non-current borrowings	11,655	6,063
	32,791	**26,748**

BIOCON BIOLOGICS LIMITED BENGALURU

7. Revenue from operations

	Three months ended June 30, 2024 (Unaudited)	Three months ended June 30, 2023 (Unaudited)
Sale of products		
Finished goods	14,876	12,151
Traded goods	5,756	5,957
Sale of services		
Licensing and development fees	62	1,674
Research fees	37	251
Other operating revenue		
Sale of process waste	7	11
Performance linked incentive	67	94
Others	29	10
Revenue from operations	**20,834**	**20,148**

7.1 Disaggregated revenue information

Set out below is the disaggregation of the Group's revenue from contracts with customers:

Revenues by geography

Revenues from operations		
Europe	6,644	6,711
North America	9,667	6,984
India	620	1,598
JANZ*	312	432
Rest of the world	3,591	4,423
Total revenue from operations	**20,834**	**20,148**

Geographical revenue is identified based on the location of the customers.
* JANZ represents Japan, Australia and New Zealand

8. Other income

	Three months ended June 30, 2024 (Unaudited)	Three months ended June 30, 2023 (Unaudited)
Interest income under the effective interest method on financial asset carried at at amortised cost:		
Deposits with banks and financial institutions	67	14
Others	9	11
Net gain on sale of current investments	50	31
Net gain on financial assets measured at fair value through profit or loss	-	304
Foreign exchange gain, net	338	84
Gain on slump sale (net) [refer note (a) below]	10,573	-
Other non-operating income	82	4
	11,119	**448**

(a) On March 14, 2024, the Company has entered into a long-term commercial collaboration agreement with Eris Lifesciences for the sale of its business in relation to Metabolics, Oncology, and Critical Care products in India for a consideration of Rs. 12,420. As a part of deal the company has has signed a 10-year supply agreement with Eris. The transaction has come into effect on April 2, 2024. Gain Rs. 10,573 is accounted post taking into account working capital, advance for supply agreement and expenses incurred towards commercial collaboration.

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BIOCON BIOLOGICS LIMITED BENGALURU

9. Other expenses

	Three months ended June 30, 2024 (Unaudited)	Three months ended June 30, 2023 (Unaudited)
Royalty and technical fees	-	5
Rent	62	13
Communication expenses	27	6
Travelling and conveyance	169	126
Professional charges	915	567
Transition Support Agreement ('TSA') expense	361	2,849
Directors' fees including commission	31	24
Power and fuel	689	705
Insurance	110	47
Rates, taxes and fees, net	176	24
Lab consumables	129	350
Repairs and maintenance		
Plant and machinery	571	539
Buildings	59	60
Others	224	182
Selling expenses		
Freight outwards, distribution and clearing charges	557	65
Sales promotion expenses	550	73
Commission and brokerage (other than sole selling agents)	-	27
Provision/ (reversal) for doubtful debts, net	20	-
Net loss on financial assets/liabilities designated at fair value through profit or loss	124	-
Printing and stationery	41	10
Research and development expenses	1,405	1,164
Miscellaneous expenses	128	45
	6,348	**6,881**
Less: Expenses capitalized to intangible assets	-	(90)
	6,348	**6,791**

Details of research and development expenditure incurred

Research and development expenses	1,405	1,164
Lab consumables	129	350
Employee benefits expense	350	343
Other research and development expenses included in other heads	72	868
	1,956	**2,725**
Less: Recovery of product development costs from co-development partners (net)	(296)	(45)
Less: Expenses capitalized to intangible assets	-	(90)
	1,660	**2,590**

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BIOCON BIOLOGICS LIMITED BENGALURU

10. Related party disclosures:

The following table provides the value of transactions that have been entered into with related parties for the relevant period:

Sl. No.	Name of the related party	Relationship	Description of transaction	April 1, 2024 to June 30, 2024 (Income)/Expenses/ Other transactions	Balance as at June 30, 2024 (Payable)/ Receivable	April 1, 2023 to June 30, 2023 (Income)/Expenses/ Other transactions	Balance as at March 31, 2024 (Payable)/ Receivable
1	Biocon Limited	Holding Company	Expenses incurred by related party on behalf of the Group	144	-	17	-
			Expenses incurred on behalf of the related party	-	-	(2)	-
			Professional charges	125	-	96	-
			Research fees	(42)	-	(6)	-
			Cross charges towards facility and other expenses	-	-	(6)	-
			Sale of goods [Refer note (d) below]	(0)	-	-	-
			Payment for leases	77	-	68	-
			Power and fuel	356	-	406	-
			Staff welfare expenses towards canteen charges	18	-	12	-
			Royalty expense [Refer note (d) below]	(0)	-	3	-
			Share based payments to employees	20	-	57	-
			Purchase of goods	21	-	66	-
			Reimbursement towards Performance Linked Incentive ('PLI')	(63)	-	(90)	-
			Optionally Convertible Debentures	(6,250)	-	(5,000)	(5,701)
			Funding towards property plant and equipment/Prepayment	-	-	-	
			Trade payables	-	(887)	-	(1,304)
			Interest on Optionally Convertible Debentures	284	-	114	-
2	Syngene International Limited	Fellow subsidiary	Expenses incurred by related party on behalf of the Group	20	-	8	-
			Expenses incurred on behalf of the related party	(53)	-	(3)	-
			Purchase of goods	1	-	-	-
			Power and Utility Charges	22	-	24	-
			Payment for leases	79	-	75	-
			Trade payables	-	(60)	-	(79)
3	Bicara Therapeutics Inc. (upto December 12, 2023)	Fellow associate	Research fees [Refer note (d) below]	-	-	(0)	-
			Cross charges towards facility and other expenses [Refer note (d) below]	-	-	(0)	-
			Trade receivables	-	-	-	
4	Biocon Pharma UK Limited	Fellow subsidiary	Trade payables [Refer note (d) below]	-	-	-	
5	Biocon Pharma Limited	Fellow subsidiary	Research Service	(23)	-	(1)	-
			Cross charges towards facility and other expenses	-	-	(4)	-
			Expenses incurred by related party on behalf of the Company [Refer note (d) below]	-	-	(0)	-
			Sale of goods/other product [Refer note (d) below]	-	-	0	-
			Trade Receivables	-	169	-	146
6	Biocon Foundation	Fellow subsidiary	Contribution towards CSR expenses	6	-	48	-
			Advance receivables	-	83	-	27
7	Biocon Biosphere Limited	Fellow subsidiary	Expenses incurred on behalf of the related party	(9)	-	(1)	-
			Trade receivables	-	9	-	

BIOCON BIOLOGICS LIMITED BENGALURU

10. Related party disclosures:

The following table provides the value of transactions that have been entered into with related parties for the relevant period:

Sl. No.	Name of the related party	Relationship	Description of transaction	April 1, 2024 to June 30, 2024 (Income)/Expenses/ Other transactions	Balance as at June 30, 2024 (Payable)/ Receivable	April 1, 2023 to June 30, 2023 (Income)/Expenses/ Other transactions	Balance as at March 31, 2024 (Payable)/ Receivable
8	Jeeves	Enterprise in which relative to a director of the Company is proprietor	Miscellaneous expenses [Refer note (d) below]	9	-	7	-
			Trade payables	-	1	-	5
9	Narayana Hrudayalaya Limited	Enterprise in which a director of the Company is a member of board of directors	Sale of goods	0	-	(10)	-
			Trade receivables	-	-	-	7
			Trade payables	-	(1)	-	
10	Biofusion Therapeutics Limited	Fellow Subsidiaries	Trade Receivables	-	70	-	70
11	Biocon Academy	Fellow Subsidiaries	Expenses incurred on behalf of the related party	(3)	-	(4)	-
			Contribution towards CSR expenses	-	-	8	-
			Advance to suppliers	-	73	-	70
12	Viatris Group (w.e.f November 29, 2022)	Enterprise whose director has significant influence in the Group	Expense cross charge in relation to Transition Support Agreement ('TSA')	361	-	3,638	-
			Deferred consideration payable	-	(19,288)	-	(27,423)
			Contingent consideration payable	-	(7,752)	-	(7,426)
			Contingent consideration receivable	-	964	-	750
13	Refer note (d) below	Key management personnel	Salary and perquisites [refer note (c) below]	88	(89)	70	(54)
			Sitting fees and remuneration	31	(1)	12	(1)

(a) The related party disclosed above are as per Ind AS 24 on "Related Party Disclosures" and Companies Act, 2013.
(b) All transactions with these related parties are priced on an arm's length basis and none of the balances are secured.
(c) Key managerial personnel include:

(i)	Kiran Mazumdar Shaw	Executive Chairperson
(ii)	Arun Chandavarkar	Non-Independent Non-Executive Director
(iii)	Shreehas P Tambe	Managing Director & Chief Executive Officer
(iv)	M.B. Chinappa	Chief Financial Officer (till October 30, 2023)
(v)	Kedar Upadhaye	Chief Financial Officer (w.e.f October 31, 2023)
(vi)	Akhilesh Nand	Company Secretary *(w.e.f August 06, 2024) and General Council and Head of Corporate Governance (w.e.f February 13, 2023)*
(vii)	Deepika Srivastava	Company Secretary *(till July 31, 2024)*
(viii)	Peter Piot	Independent director
(ix)	Bobby Kanubhai Parikh	Independent director
(x)	Nivruti Rai	Independent director
(xi)	Russell Walls	Independent director
(xii)	Daniel M Bradbury	Independent director
(xiii)	Thomas Jason Roberts	Non-Independent Non-Executive Director
(xiv)	Rajiv Malik	Non-Independent Non-Executive Director and Nominee Director of Viatris Inc
(xv)	Nicholas Robert Haggar	Non-Executive Independent Director (w.e.f Feburary 06, 2024)

(d) Amounts are not presented since the amounts are rounded off to Rupees million.

BIOCON BIOLOGICS LIMITED BENGALURU

11. Financial instruments: Fair value and risk managements

A. Accounting classification and fair values

	Carrying amount				Fair value			
June 30, 2024	**FVTPL**	**FVTOCI**	**Amortised cost**	**Total**	**Level 1**	**Level 2**	**Level 3**	**Total**
Financial assets								
Investments	4,476	-	-	4,476	4,476	-	-	4,476
Trade receivables	-	-	43,574	43,574	-	-	-	-
Cash and cash equivalents	-	-	10,636	10,636	-	-	-	-
Other bank balance	-	-	562	562	-	-	-	-
Derivative assets	-	985	-	985	-	985	-	985
Other financial assets	964	-	1,109	2,073	-	-	964	964
	5,440	**985**	**55,881**	**62,306**	**4,476**	**985**	**964**	**6,425**
Financial liabilities								
Lease liabilities	-	-	1,916	1,916	-	-	-	-
Derivative liability	1,106	-	-	1,106	-	-	1,106 Refer note(b)	1,106
Borrowings	7,978	-	137,471	145,449	-	-	7,978 Refer note(a)	7,978
Trade payables	-	-	51,350	51,350	-	-	-	-
Other financial liabilities	7,752	-	23,182	30,934	-	-	7,752	7,752
	16,836	**-**	**213,919**	**230,755**	**-**	**-**	**16,836**	**16,836**

	Carrying amount				Fair value			
March 31, 2024	**FVTPL**	**FVTOCI**	**Amortised cost**	**Total**	**Level 1**	**Level 2**	**Level 3**	**Total**
Financial assets								
Investments	109	-	-	109	109	-	-	109
Trade receivables	-	-	49,505	49,505	-	-	-	-
Cash and cash equivalents	-	-	8,534	8,534	-	-	-	-
Other bank balance	-	-	553	553	-	-	-	-
Derivative assets	-	955	-	955	-	955	-	955
Other financial assets	750	-	719	1,469	-	-	750	750
	859	**955**	**59,311**	**61,125**	**109**	**955**	**750**	**1,814**
Financial liabilities								
Lease Liability	-	-	2,007	2,007	-	-	-	-
Derivative liability	1,162	3	-	1,165	-	3	1,162 Refer note(b)	1,165
Borrowings	7,755	-	131,165	138,920	-	-	7,755 Refer note(a)	7,755
Trade payables	-	-	56,806	56,806	-	-	-	-
Other financial liabilities	7,426	-	32,491	39,917	-	-	7,426	7,426
	16,343	**3**	**222,469**	**238,815**	**-**	**3**	**16,343**	**16,346**

(a) Preference shares of Rs. 2,054 (March 31, 2024 Rs. 2,054) are convertible / redeemable, at its face value, any time during the tenure of the instrument at the option of the holder. Owing to this feature, the instrument has been recorded at its fair value which is equivalent to the face value.

BL OCD of Rs. 5,924 (March 31, 2024 Rs. 5,701) are convertible / redeemable. BL OCD's are valued using valuation techniques in consultation with market expert.
(b) CCD is recorded at fair value. Fair value of derivative embedded in CCD at inception amounts to Rs. 1,039 and was recorded in Other equity. The fair value of derivative liability as at June 30, 2024 amounts to Rs. 1,106 (March 31, 2024 Rs. 1,162). Derivatives are valued using valuation techniques in consultation with market expert.

The fair value of trade receivables, trade payables and other Current financial assets and liabilities is considered to be equal to the carrying amounts of these items due to their short – term nature.

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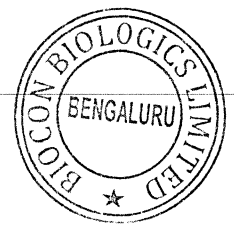

B. Significant Unobservable inputs used in Level 3 Fair Values

As at June 30, 2024	Valuation Techniques	Significant unobservable inputs	Sensitivity of input to fair value
a) Contingent consideration receivable	Binomial Option Pricing Model - using risk free discount rate and growth rate.	a) Discount rate	A 1% increase in discount rate would have led to approximately Rs. 17 gain in Statement of Profit and loss. A 1% decrease would have led to approximately Rs. 17 loss in Statement of Profit and loss.
		b) Volatility rate	A 5% increase in volatility rate would have led to approximately Rs. 46 loss in Statement of Profit and loss. A 5% decrease would have led to approximately Rs. 52 gain in Statement of Profit and loss.
b) Contingent consideration payable	Binomial Option Pricing Model - using risk free discount rate and growth rate. The fair value is equal to the present value of the probability - weighted future payoffs	a) Discount rate	A 1% increase in discount rate would have led to approximately Rs. 231 gain in Statement of Profit and loss. A 1% decrease would have led to approximately Rs. 233 loss in Statement of Profit and loss.
		b) Volatility rate	A 5% increase in volatility rate would have led to approximately Rs. 114 gain in Statement of Profit and loss. A 5% decrease would have led to approximately Rs. 76 loss in Statement of Profit and loss.
c) Non-Convertible Redeemable Preference Shares ("NCRPS")	Equivalent to Face value	Not Applicable	Not Applicable
d) Optionally Convertible Debentures ("BL OCD")	Binomial Option Pricing Model - using risk free discount rate and growth rate. The fair value is equal to the present value of the probability - weighted future payoffs	a) Discount rate	A 1% increase in discount rate would have led to approximately Rs. 96 gain in Statement of Profit and loss. A 1% decrease would have led to approximately Rs. 98 loss in Statement of Profit and loss.
		b) Volatality rate	A 5% increase in volatality rate would have led to approximately Nil gain in Statement of Profit and loss. A 5% decrease would have led to approximately Rs. 3 loss in Statement of Profit and loss.
e) Derivative liability towards Compulary Convertible Debentures ("CCD")	Binomial Option Pricing Model - using risk free discount rate and growth rate. The fair value is equal to the present value of the probability - weighted future payoffs	a) Discount rate	A 1% increase in discount rate would have led to approximately Rs. 56 gain in Statement of Profit and loss. A 1% decrease would have led to approximately Rs. 58 loss in Statement of Profit and loss.
		b) Volatality rate	A 5% increase in volatality rate would have led to approximately Rs. 94 loss in Statement of Profit and loss. A 5% decrease would have led to approximately Rs. 86 gain in Statement of Profit and loss.

D. Reconciliation of Level 3 fair values	Contingent consideration receivable	Contingent consideration payable	NCRPS	BL OCD	Derivative Liablity on CCD
At April 1, 2023	**8,993**	**6,583**	**2,054**	**-**	**-**
- Fair value of derivative embedded in CCD at inception	-	-	-	-	1,039
- Net change in fair value loss (unrealised)	-	843	-	-	123
- Net change in fair value gain (unrealised)	1,895		-	-	-
- Proceeds from issue of BL OCD	-	-	-	5,000	-
- Net change in fair value loss (unrealised) recognised in Finance cost	-	-	-	701	-
Derecognised on account of receipt of Working capital Claw back	(10,219)	-	-	-	-
Foreign currency translation adjustment	81	-	-	-	-
At March 31, 2024	**750**	**7,426**	**2,054**	**5,701**	**1,162**
- Net change in fair value loss (unrealised)	213	326	-	-	-
- Net change in fair value gain (unrealised)	-	-	-	-	(56)
- Net change in fair value loss (unrealised) recognised in Finance cost	-	-	-	223	-
Foreign currency translation adjustment	1	-	-	-	-
At June 30, 2024	**964**	**7,752**	**2,054**	**5,924**	**1,106**

12. Contingent liabilities and commitments

	June 30, 2024 (Unaudited)	March 31, 2024 (Audited Refer note 15)
(to the extent not provided for)		
(i) Contingent liabilities		
(a) Claims against the Group not acknowledged as debt	1,211	1,170
The above includes		
(i) Direct taxation	1,086	1,045
(ii) Indirect taxation (includes matters pertaining to disputes on VAT and CST)	125	125

The Group is involved in taxation matters that arise from time to time in the ordinary course of business. Judgment is required in assessing the range of possible outcomes for some of these tax matters, which could change substantially over time as each of the matter progresses depending on experience on actual assessment proceedings by tax authorities and other judicial precedents. Based on its internal assessment supported by external legal counsel views, if any, the Group believes that it will be able to sustain its positions if challenged by the authorities and accordingly no additional provision is required for these matters.

Other than the matter disclosed above, the Group is involved in disputes, lawsuits, proceedings etc. including patent and commercial matters that arise from time to time in the ordinary course of business. Management is of the view that above matters will not have any material adverse effect on the Group's financial position and results of operations.

(ii) Commitments:

(b) Estimated amount of contracts remaining to be executed on capital account and not provided for	6,878	9,086

13. Earning per equity share (EPS) :

	Three Months ended June 30, 2024 (Unaudited)	Three Months ended June 30, 2023 (Unaudited)
Earnings		
For Basic EPS	8,021	224
Add: Interest expenses on financial liabilities on OCD	221	-
Add: Net loss(Gain) on financial liabilities measured at fair value through profit or loss - CCPS (Contingent consideration)	326	-
Add: Net loss / (gain) on financial liabilities measured at fair value through profit or loss	(56)	-
For Dilutive EPS	8,512	224
Weighted average shares		
For computing basic EPS [refer note (a) below]	**1,56,22,89,232**	**1,55,65,35,208**
Adjustments for calculation of diluted earnings per share [refer note (b)] :		
- Employee stock options	66,88,003	46,99,879
-OCD, BL OCD and CCD	10,67,76,205	-
For computing basic & diluted EPS	**1,67,57,53,440**	**1,56,12,35,087**
Earnings per equity share		
Basic (in Rs)	5.13	0.14
Diluted (in Rs)	5.08	0.14

(a) Excludes Treasury shares

(b) Potential ordinary shares are antidilutive when their conversion to ordinary shares would increase earnings per share or decrease loss per share. The calculation of diluted earnings per share does not assume conversion, exercise, or other issue of potential ordinary shares that would have an antidilutive effect on earnings per share.

14. Segmental reporting

The Chief Operating Decision Maker reviews the operations of the Group as Pharmaceutical business, which is considered to be the only reportable segment by the management.

Geographical segment

For details of revenue by geography please refer to note 7.1

15 These numbers are extracted from the audited consolidated financial statements for the year ended March 31, 2024 which were approved by the Board of directors on May 14, 2024

As per our report of even date attached

for B S R & Co. LLP
Chartered Accountants
Firm Registration Number: 101248W/W-100022

Sanjay Sharma
Partner
Membership No.: 063980

Bengaluru
Date: September 18, 2024

for and on behalf of the Board of Directors of Biocon Biologics Limited

Shreehas P Tambe
Managing Director
DIN: 09796480

Arun Suresh Chandavarkar
Director
DIN: 01596180

Kedar Upadhye
Chief Financial Officer

Akhilesh Nand
Company Secretary

Bengaluru
Date: September 18, 2024

BIOCON BIOLOGICS LIMITED BENGALURU

B S R & Co. LLP
Chartered Accountants

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Independent Auditor's Report

To the Members of Biocon Biologics Limited

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of Biocon Biologics Limited (hereinafter referred to as the "Holding Company"), its employee welfare trust and its subsidiaries (Holding Company, its employee welfare trust and its subsidiaries together referred to as "the Group"), which comprise the consolidated balance sheet as at 31 March 2024, and the consolidated statement of profit and loss (including other comprehensive income), consolidated statement of changes in equity and consolidated statement of cash flows for the year then ended, and notes to the consolidated financial statements, including material accounting policies and other explanatory information (hereinafter referred to as "the consolidated financial statements").

In our opinion and to the best of our information and according to the explanations given to us, and based on the consideration of reports of the other auditors on separate financial statements/financial information of such subsidiaries as were audited by the other auditors, the aforesaid consolidated financial statements give the information required by the Companies Act, 2013 ("Act") in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the consolidated state of affairs of the Group as at 31 March 2024, of its consolidated profit and other comprehensive income, consolidated changes in equity and consolidated cash flows for the year then ended.

Basis for Opinion

We conducted our audit in accordance with the Standards on Auditing (SAs) specified under Section 143(10) of the Act. Our responsibilities under those SAs are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are independent of the Group in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in terms of the Code of Ethics issued by the Institute of Chartered Accountants of India and the relevant provisions of the Act, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence obtained by us along with the consideration of audit reports of the other auditors referred to in paragraph (a) of the "Other Matter" section below, is sufficient and appropriate to provide a basis for our opinion on the consolidated financial statements.

Management's and Board of Directors'/Board of Trustees' Responsibilities for the Consolidated Financial Statements

The Holding Company's Management and Board of Directors are responsible for the preparation and presentation of these consolidated financial statements in term of the requirements of the Act that give a true and fair view of the consolidated state of affairs, consolidated profit/ loss and other comprehensive income, consolidated statement of changes in equity and consolidated cash flows of the Group in accordance with the accounting principles generally accepted in India, including the Indian Accounting Standards (Ind AS) specified under Section 133 of the Act. The respective Management and Board of Directors of the companies included in the Group are responsible for maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding the assets of each company and for preventing and detecting frauds and other irregularities; the selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and the design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and

presentation of the consolidated financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error, which have been used for the purpose of preparation of the consolidated financial statements by the Management and Board of Directors of the Holding Company, as aforesaid.

In preparing the consolidated financial statements, the respective Management and Board of Directors of the companies included in the Group are responsible for assessing the ability of each company to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the respective Board of Directors either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

The respective Board of Directors of the companies included in the Group are responsible for overseeing the financial reporting process of each company.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under Section 143(3)(i) of the Act, we are also responsible for expressing our opinion on whether the company has adequate internal financial controls with reference to financial statements in place and the operating effectiveness of such controls.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Management and Board of Directors.
- Conclude on the appropriateness of the Management and Board of Directors use of the going concern basis of accounting in preparation of consolidated financial statements and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the appropriateness of this assumption. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of such entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the audit of the financial information of such entities included in the consolidated financial statements of which we are the independent auditors. For the other entities included in the consolidated financial statements, which

have been audited by other auditors, such other auditors remain responsible for the direction, supervision and performance of the audits carried out by them. We remain solely responsible for our audit opinion. Our responsibilities in this regard are further described in paragraph (a) of the section titled "Other Matters" in this audit report.

We communicate with those charged with governance of the Holding Company and such other entities included in the consolidated financial statements of which we are the independent auditors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

Other Matter

a. We did not audit the financial statements of one subsidiary, whose financial statements reflects total assets (before consolidation adjustments) of Rs. 37,776 million as at 31 March 2024, total revenues (before consolidation adjustments) of Rs. 14,555 million and net cash inflows (before consolidation adjustments) amounting to Rs. 88 million for the year ended on that date, as considered in the consolidated financial statements. These financial statements have been audited by other auditors whose report have been furnished to us by the Management and our opinion on the consolidated financial statements, in so far as it relates to the amounts and disclosures included in respect of this subsidiary, and our report in terms of sub-section (3) of Section 143 of the Act, in so far as it relates to the aforesaid subsidiary is based solely on the of the reports of the other auditor.

b. We did not audit certain financial information of two subsidiaries, which reflect assets (before consolidation adjustments) of Rs. 4,107 million as at 31 March 2024, revenues (before consolidation adjustments) of Rs. 35,461 million and expenses (before consolidation adjustments) of Rs. 29,196 million for the year ended on that date, as considered in the consolidated financial statements. These elements of financial information have been audited by other auditors whose report have been furnished to us by the Management and our opinion on the consolidated financial statements, in so far as it relates to the amounts and disclosures included in respect of these subsidiaries, and our report in terms of sub-section (3) of Section 143 of the Act, in so far as it relates to the aforesaid subsidiaries is based solely on the of the reports of the other auditors.

c. These subsidiaries are located outside India whose financial statements and other financial information have been prepared in accordance with accounting principles generally accepted in their respective countries and which have been audited by other auditors under generally accepted auditing standards applicable in their respective countries. The Holding Company's management has converted the financial statements/financial information of such subsidiaries located outside India from accounting principles generally accepted in their respective countries to accounting principles generally accepted in India. We have audited these conversion adjustments made by the Holding Company's management. Our opinion in so far as it relates to the balances and affairs of such subsidiaries located outside India is based on the reports of other auditors and the conversion adjustments prepared by the management of the Holding Company and audited by us.

Our opinion on the consolidated financial statements, and our report on Other Legal and Regulatory Requirements below, is not modified in respect of the above matters with respect to our reliance on the work done and the reports of the other auditors.

Report on Other Legal and Regulatory Requirements

1. As required by the Companies (Auditor's Report) Order, 2020 ("the Order") issued by the Central

Government of India in terms of Section 143(11) of the Act, we give in the "Annexure A" a statement on the matters specified in paragraphs 3 and 4 of the Order, to the extent applicable.

2 A. As required by Section 143(3) of the Act, based on our audit and on the consideration of reports of the other auditor on separate financial statements/financial information of such subsidiaries, as were audited by other auditors, as noted in the "Other Matters" paragraph, we report, to the extent applicable, that:

a. We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit of the aforesaid consolidated financial statements.

b. In our opinion, proper books of account as required by law relating to preparation of the aforesaid consolidated financial statements have been kept so far as it appears from our examination of those books and the reports of the other auditors except for the matters stated in the paragraph 2B(f) below on reporting under Rule 11(g) of the Companies (Audit and Auditors) Rules, 2014.

c. The consolidated balance sheet, the consolidated statement of profit and loss (including other comprehensive income), the consolidated statement of changes in equity and the consolidated statement of cash flows dealt with by this Report are in agreement with the relevant books of account maintained for the purpose of preparation of the consolidated financial statements.

d. In our opinion, the aforesaid consolidated financial statements comply with the Ind AS specified under Section 133 of the Act.

e. On the basis of the written representations received from the directors of the Holding Company as on 1 April 2024 taken on record by the Board of Directors of the Holding Company, none of the directors of the Holding Company, is disqualified as on 31 March 2024 from being appointed as a director in terms of Section 164(2) of the Act.

f. the modification relating to the maintenance of accounts and other matters connected therewith are as stated in the paragraph 2(A)(f) above on reporting under Section 143(3)(b) and paragraph [2B(f)] below on reporting under Rule 11(g) of the Companies (Audit and Auditors) Rules, 2014.

g. With respect to the adequacy of the internal financial controls with reference to financial statements of the Holding Company and the operating effectiveness of such controls, refer to our separate Report in "Annexure B".

B. With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us and based on the consideration of the reports of the other auditors on separate financial statements/financial information of the subsidiaries, as noted in the "Other Matters" paragraph:

a. The consolidated financial statements disclose the impact of pending litigations as at 31 March 2024 on the consolidated financial position of the Group. Refer Note 36 (i) to the consolidated financial statements.

b. Provision has been made in the consolidated financial statements, as required under the applicable law or Ind AS, for material foreseeable losses, on long-term contracts including derivative contracts. Refer Note 31 to the consolidated financial statements in respect of such items as it relates to the Group.

c. There are no amounts which are required to be transferred to the Investor Education and Protection Fund by the Holding Company during the year ended 31 March 2024.

d (i) The management of the Holding Company represented to us that, to the best of its knowledge and belief, other than as disclosed in the Note 13 and Note 44 to the consolidated financial statements, no funds have been advanced or loaned or invested (either from borrowed funds or share premium or any other sources or kind of funds) by the Holding Company to or in any other person(s) or entity(ies), including foreign entities ("Intermediaries"), with the understanding,

whether recorded in writing or otherwise, that the Intermediary shall directly or indirectly lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the Holding Company ("Ultimate Beneficiaries") or provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries.

(ii) The management of the Holding Company represented to us that, to the best of its knowledge and belief, other than as disclosed in the Note 13 and Note 44 to the consolidated financial statements, no funds have been received by the Holding Company from any person(s) or entity(ies), including foreign entities ("Funding Parties"), with the understanding, whether recorded in writing or otherwise, that the Holding Company shall directly or indirectly, lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the Funding Parties ("Ultimate Beneficiaries") or provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries.

(iii) Based on the audit procedures performed that have been considered reasonable and appropriate in the circumstances, nothing has come to our notice that has caused us to believe that the representations under sub-clause (i) and (ii) of Rule 11(e), as provided under (i) and (ii) above, contain any material misstatement.

e. The Company has neither declared nor paid any dividend during the year.

f. Based on our examination which included test checks, except for the instances mentioned below, the Holding Company has used accounting software for maintaining its books of account, which has a feature of recording audit trail (edit log) facility and the same has operated throughout the year for all relevant transactions recorded in the software:

a. For data changes performed by users having privileged access (debug)

b. At the application level for certain fields / tables relating to all the significant financial processes

c. At the database level to log any direct data changes

Further, where audit trail (edit log) facility was enabled, we did not come across any instance of audit trail feature being tampered with

C. In our opinion and according to the information and explanations given to us the remuneration paid during the current year by the Holding Company to its directors is in accordance with the provisions of Section 197 of the Act. The remuneration paid to any director by the Holding Company are not in excess of the limit laid down under Section 197 of the Act. The Ministry of Corporate Affairs has not prescribed other details under Section 197(16) of the Act which are required to be commented upon by us.

For **B S R & Co. LLP**

Chartered Accountants

Firm's Registration No.:101248W/W-100022

Sanjay Sharma

Partner

Membership No.: 063980

ICAI UDIN:24063980BKFGHK4361

Place: Bengaluru

Date: 15 May 2024

Annexure A to the Independent Auditor's Report on the Consolidated Financial Statements of Biocon Biologics Limited for the year ended 31 March 2024

(Referred to in paragraph 1 under 'Report on Other Legal and Regulatory Requirements' section of our report of even date)

(xxi) In our opinion and according to the information and explanations given to us, following company incorporated in India and included in the consolidated financial statements, has unfavourable remarks, qualification or adverse remarks given by its auditor in his report under the Companies (Auditor's Report) Order, 2020 (CARO):

Sr. No.	Name of the entities	CIN	Holding Company/Subsidiary/ JV/ Associate	Clause number of the CARO report which is unfavourable or qualified or adverse
1	Biocon Biologics Limited	U24119KA2016 FLC093936	Holding Company	Clause 3(ix)(d)
2	Biocon Biologics Limited	U24119KA2016 FLC093936	Holding Company	Clause 3 (xvii)

For **B S R & Co. LLP**
Chartered Accountants
Firm's Registration No.:101248W/W-100022

Sanjay Sharma
Partner
Membership No.: 063980
ICAI UDIN:24063980BKFGHK4361

Place: Bengaluru
Date: 15 May 2024

Annexure B to the Independent Auditor's Report on the consolidated financial statements of Biocon Biologics Limited for the year ended 31 March 2024

Report on the internal financial controls with reference to the aforesaid consolidated financial statements under Clause (i) of Sub-section 3 of Section 143 of the Act

(Referred to in paragraph 2(A)(i) under 'Report on Other Legal and Regulatory Requirements' section of our report of even date)

Opinion

In conjunction with our audit of the consolidated financial statements of Biocon Biologics Limited (hereinafter referred to as "the Holding Company") as of and for the year ended 31 March 2024, we have audited the internal financial controls with reference to financial statements of the Holding Company , a company incorporated in India under the Companies Act, 2013 , as of that date.

In our opinion, the Holding Company, have, in all material respects, adequate internal financial controls with reference to financial statements and such internal financial controls were operating effectively as at 31 March 2024, based on the internal financial controls with reference to financial statements criteria established by the Holding Company considering the essential components of such internal controls stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India (the "Guidance Note").

Management's and Board of Directors' Responsibilities for Internal Financial Controls

The Holding Company's Management and the Board of Directors are responsible for establishing and maintaining internal financial controls based on the internal financial controls with reference to financial statements criteria established by the Holding Company considering the essential components of internal control stated in the Guidance Note. These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to the Holding Company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Act.

Auditor's Responsibility

Our responsibility is to express an opinion on the internal financial controls with reference to financial statements based on our audit. We conducted our audit in accordance with the Guidance Note and the Standards on Auditing, prescribed under Section 143(10) of the Act, to the extent applicable to an audit of internal financial controls with reference to financial statements. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls with reference to financial statements were established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls with reference to financial statements and their operating effectiveness. Our audit of internal financial controls with reference to financial statements included obtaining an understanding of internal financial controls with reference to financial statements, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the internal financial controls with reference to financial statements.

Annexure B to the Independent Auditor's Report on the consolidated financial statements of Biocon Biologics Limited for the year ended 31 March 2024 *(Continued)*

Meaning of Internal Financial Controls with Reference to Financial Statements

A company's internal financial controls with reference to financial statements is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial controls with reference to financial statements include those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorisations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorised acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Inherent Limitations of Internal Financial Controls with Reference to Financial Statements

Because of the inherent limitations of internal financial controls with reference to financial statements, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls with reference to financial statements to future periods are subject to the risk that the internal financial controls with reference to financial statements may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

For **B S R & Co. LLP**

Chartered Accountants

Firm's Registration No.:101248W/W-100022

Sanjay Sharma

Partner

Membership No.: 063980

ICAI UDIN:24063980BKFGHK4361

Place: Bengaluru

Date: 15 May 2024

BIOCON BIOLOGICS LIMITED
CONSOLIDATED BALANCE SHEET AS AT MARCH 31, 2024
(All amounts are in Indian Rupees Million, except share data and per share data, unless otherwise stated)

	Note	March 31, 2024	March 31, 2023
ASSETS			
Non-current assets			
Property, plant and equipment	3(a)	36,885	36,748
Capital work-in-progress	3(a)	18,891	14,952
Right-of-use assets	3(b)	1,646	1,450
Goodwill	3(c)	163,460	161,098
Other Intangible assets	4	62,142	57,495
Intangible assets under development	4	39,341	46,463
Financial assets			
(i) Derivative assets		269	63
(ii) Other financial assets	5(a)	864	9,144
Income tax assets (net)		574	818
Deferred tax assets (net)	6	2,568	1,807
Other non-current assets	7(a)	3,529	2,351
Total non-current assets		**330,169**	**332,389**
Current assets			
Inventories	8	37,092	31,607
Financial assets			
(i) Current investments	9	109	492
(ii) Trade receivables	10	49,505	23,443
(iii) Cash and cash equivalents	11	8,534	8,877
(iv) Bank balance other than (iii) above	11	553	527
(v) Derivative assets		686	148
(vi) Other financial assets	5(b)	605	487
Other current assets	7(b)	3,839	3,678
Total current assets		**100,923**	**69,259**
TOTAL		**431,092**	**401,648**
EQUITY AND LIABILITIES			
Equity			
Equity share capital	12(a)	13,217	13,217
Other equity	12(b)	170,192	162,859
Total equity		**183,409**	**176,076**
Non-current liabilities			
Financial liabilities			
(i) Borrowings	13	112,172	132,626
(ii) Lease liabilities	27	1,402	1,316
(iii) Derivative liabilities		1,163	21
(iv) Other financial liabilities	18(a)	7,426	32,156
Provisions	14(a)	1,672	1,571
Deferred tax liabilities (net)	6	3,950	3,713
Other non-current liabilities	15(a)	343	582
Total non-current liabilities		**128,128**	**171,985**
Current liabilities			
Financial liabilities			
(i) Borrowings	16	26,748	12,197
(ii) Lease liabilities	27	605	477
(iii) Trade payables	17		
-Total outstanding dues of micro and small enterprises		297	1,013
-Total outstanding dues of creditors other than micro and small enterprises		56,509	30,293
(iv) Derivative liabilities		2	131
(v) Other financial liabilities	18(b)	32,491	4,474
Provisions	14(b)	678	626
Other current liabilities	15(b)	1,239	3,523
Current tax liabilities (net)		986	853
Total current liabilities		**119,555**	**53,587**
TOTAL		**431,092**	**401,648**

The accompanying notes are an integral part of the consolidated financial statements.

As per our report of even date attached

for **B S R & Co. LLP**
Chartered Accountants
Firm Registration Number: 101248W/W-100022

Sanjay Sharma
Partner
Membership No.: 063980

Bengaluru
Date: May 15, 2024

for and on behalf of **the Board of Directors of Biocon Biologics Limited**

Kiran Mazumdar-Shaw
Executive Chairperson
DIN: 00347229

Kedar Upadhye
Chief Financial Officer

Bengaluru
Date: May 14, 2024

BIOCON BIOLOGICS LIMITED BENGALURU

Shreehas P Tambe
Managing Director
DIN: 09796480

Deepika Shivastava
Company Secretary

BIOCON BIOLOGICS LIMITED
CONSOLIDATED STATEMENT OF PROFIT AND LOSS FOR THE YEAR ENDED MARCH 31, 2024
(All amounts are in Indian Rupees Million, except share data and per share data, unless otherwise stated)

	Note	Year ended March 31, 2024	Year ended March 31, 2023
Income			
Revenue from operations	19		
Sale of products		81,987	52,718
Sale of services		2,290	2,100
Other operating revenue		3,965	1,020
Other income	20	1,764	120
Total income		**90,006**	**55,958**
Expenses			
Cost of raw materials and packing materials consumed	21	18,208	11,098
Purchases of traded goods		16,101	6,240
Changes in inventories of finished goods, traded goods and work-in-progress	22	(6,988)	(1,310)
Employee benefits expense	23	12,702	8,488
Finance costs	24	8,637	2,969
Depreciation and amortisation expense	25	10,302	6,382
Other expenses	26	28,824	21,956
		87,786	**55,823**
Less: Recovery of cost from co-development partners (net)		(737)	(3,895)
Total expenses		**87,049**	**51,928**
Profit before tax and exceptional items		**2,957**	**4,030**
Exceptional items	40	166	(2,844)
Profit before tax		**3,123**	**1,186**
Tax expenses/(credit)	29		
Current tax		1,733	832
Deferred tax (credit) / charge			
MAT credit entitlement		(750)	32
Other deferred tax		(42)	(1,013)
Total tax expenses/(credit)		**941**	**(149)**
Profit for the year		**2,182**	**1,335**
Other comprehensive (expense)/income (OCI)			
(i) Items that will not be reclassified subsequently to profit or loss			
Re-measurement losses on defined benefit plans		(35)	(33)
Income tax effect		12	12
		(23)	**(21)**
(ii) Items that may be reclassified subsequently to profit or loss			
Effective portion of gains/(losses) on hedging instrument in cash flow hedges		896	45
Exchange difference on translation of foreign operations		1,959	1,529
Income tax effect		(222)	(16)
		2,633	**1,558**
Other comprehensive income/(expense) for the year, net of tax		**2,610**	**1,537**
Total comprehensive income for the year		**4,792**	**2,872**
Earnings per equity share	37		
Basic (in Rs)		1.40	1.07
Diluted (in Rs)		1.39	0.43

The accompanying notes are an integral part of the consolidated financial statements.

As per our report of even date attached

for **B S R & Co. LLP**
Chartered Accountants
Firm Registration Number: 101248W/W-100022

Sanjay Sharma
Partner
Membership No.: 063980

Bengaluru
Date: May 15, 2024

for and on behalf of **the Board of Directors of Biocon Biologics Limited**

Kiran Mazumdar-Shaw
Executive Chairperson
DIN: 00347229

Shreehas P Tambe
Managing Director
DIN: 09796480

Kedar Upadhye
Chief Financial Officer

Deepika Srivastava
Company Secretary

Bengaluru
Date: May 14, 2024

BIOCON BIOLOGICS LIMITED BENGALURU

BIOCON BIOLOGICS LIMITED

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY FOR THE YEAR ENDED MARCH 31, 2024

(All amounts are in Indian Rupees million, except share data and per share data, unless otherwise stated)

(A) Equity share capital	March 31, 2024	March 31, 2023
Opening balance	13,217	10,588
Shares issued during the year	-	2,629
Closing balance	**13,217**	**13,217**

(B) Other equity

				Reserves and surplus								Other comprehensive income			
	Equity portion of preference shares [refer note 13 (g)]	Compulsorily Convertible Preference Shares classified as a Equity instrument	Equity portion of Compulsorily Convertible Debentures	Securities Premium	Retained earnings	Amalgamation adjustment reserve	Debenture redemption reserve	Capital redemption reserve	Treasury Shares	Fair value reserve for Compound Financial Instrument	Employee stock option outstanding reserve	Cash flow hedging reserves	Foreign currency translation reserve	Re-measurement losses on defined benefit plans	Total other equity
Balance at April 1, 2022	**100**	**-**	**-**	**7,378**	**1,158**	**(1,348)**	**1,363**	**1,292**	**-**	**-**	**412**	**(58)**	**1,273**	**(50)**	**11,520**
Profit for the year	-	-	-	-	1,335	-	-	-	-	-	-	-	-	-	1,335
Other comprehensive income, net of tax	-	-	-	-	-	-	-	-	-	-	-	29	1,529	(21)	1,537
Total comprehensive income for the year	**-**	**-**	**-**	**-**	**1,335**	**-**	**-**	**-**	**-**	**-**	**-**	**29**	**1,529**	**(21)**	**2,872**
Transactions recorded directly in equity															
Securities premium received on issue of equity shares during the year	-	-	-	63,022	-	-	-	-	-	-	-	-	-	-	63,022
Compulsorily Convertible Preference Shares issued during the year [refer note 12(a)(i)(d)]	-	2,312	-	79,869	-	-	-	-	-	-	-	-	-	-	82,181
Contingent consideration embedded in Convertible Preference Shares at inception (refer note 35)	-	-	-	(7,366)	-	-	-	-	-	-	-	-	-	-	(7,366)
Conversion of Optionally convertible redeemable preference shares ('OCRPS') to equity shares (refer note 12(a)(ii)(c))	-	-	-	10,424	-	-	-	-	-	-	-	-	-	-	10,424
Dividend paid	-	-	-	-	(228)	-	-	-	-	-	-	-	-	-	(228)
Treasury shares with Biocon Biologics Employee Welfare Trust	-	-	-	-	-	-	-	-	(13)	-	-	-	-	-	(13)
Employee stock compensation expense (refer note 39)	-	-	-	-	-	-	-	-	-	-	447	-	-	-	447
Balance at March 31, 2023	**100**	**2,312**	**-**	**153,327**	**2,265**	**(1,348)**	**1,363**	**1,292**	**(13)**	**-**	**859**	**(29)**	**2,802**	**(71)**	**162,859**
Profit for the year	-	-	-	-	2,182	-	-	-	-	-	-	-	-	-	2,182
Other comprehensive income, net of tax	-	-	-	-	-	-	-	-	-	-	-	674	1,959	(23)	2,610
Total comprehensive income for the year	**-**	**-**	**-**	**-**	**2,182**	**-**	**-**	**-**	**-**	**-**	**-**	**674**	**1,959**	**(23)**	**4,792**
Transactions recorded directly in equity															
Securities premium received on issue of securities issued during the year [refer note 13 (i) and (j)]	-	-	-	7,715	-	-	-	-	-	-	-	-	-	-	7,715
Compulsorily convertible debentures classified as Equity [refer note 13 (j)]	-	-	2,850	(2,893)	-	-	-	-	-	-	-	-	-	-	(43)
Compulsorily convertible debentures classified as Compound Financial Instrument [refer note 13 (j) and 31]	-	-	-	-	-	-	-	-	-	(1,039)	-	-	-	-	(1,039)
Optionally convertible debentures classified as Liability [refer note 13 (i)]	-	-	-	(4,822)	-	-	-	-	-	-	-	-	-	-	(4,822)
Employee stock compensation expense (refer note 39)	-	-	-	-	-	-	-	-	-	-	730	-	-	-	730
Balance at March 31, 2024	**100**	**2,312**	**2,850**	**153,327**	**4,447**	**(1,348)**	**1,363**	**1,292**	**(13)**	**(1,039)**	**1,589**	**645**	**4,761**	**(94)**	**170,192**

The accompanying notes are an integral part of the consolidated financial statements.

As per our report of even date attached

for **B S R & Co. LLP**
Chartered Accountants
Firm Registration Number: 101248W/W-100022

Sanjay Sharma
Partner
Membership No.: 063980

Bengaluru
Date: May 15, 2024

for and on behalf of **the Board of Directors of Biocon Biologics Limited**

Kiran Mazumdar-Shaw
Executive Chairperson
DIN: 00347229

Shreehas P Tambe
Managing Director
DIN: 09796480

Kedar Upadhye
Chief Financial Officer

Deepika Srivastava
Company Secretary

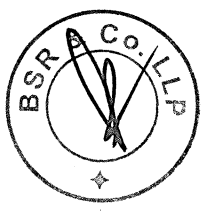
Bengaluru
Date: May 14, 2024

BIOCON BIOLOGICS LIMITED * BENGALURU

BIOCON BIOLOGICS LIMITED
STATEMENT OF CONSOLIDATED CASH FLOWS FOR THE YEAR ENDED MARCH 31, 2024
(All amounts are in Indian Rupees million, except share data and per share data, unless otherwise stated)

		Year ended March 31, 2024	Year ended March 31, 2023
I	**Cash flows from operating activities**		
	Profit for the year	2,182	1,335
	Adjustments to reconcile profit for the year to net cash flows		
	Depreciation and amortisation expense	10,302	6,382
	Tax expense	941	(149)
	Finance costs	8,637	2,969
	Employee stock compensation expense	730	447
	Net gain on sale of current investments	(495)	(67)
	Net loss on financial assets/liabilities designated at fair value through profit or loss	(1,020)	619
	Unrealised foreign exchange (gain) / loss	(602)	666
	Interest income	(141)	(31)
	Exceptional expenses (non-cash) (refer note 40)	6,220	470
	Operating profit before working capital changes	**26,754**	**12,641**
	Movements in working capital *		
	Decrease / (Increase) in inventories	(7,563)	10,606
	Decrease / (Increase) in trade receivables	(25,227)	16,978
	(Decrease) / Increase in trade payables, other financial & non financial liabilities and provisions	30,041	(41,062)
	Decrease / (Increase) in other assets	(775)	9,723
	Cash generated from operations	**23,230**	**8,886**
	Income taxes paid (net of refunds)	(1,363)	(344)
	Net cash flow generated from operating activities	**21,867**	**8,542**
II	**Cash flows from investing activities**		
	Purchase of property, plant and equipment,ROU including Capital work-in-progress	(6,465)	(5,833)
	Purchase of other intangible assets and intangible assets under development	(1,972)	(972)
	Proceeds from sale of property, plant and equipment	-	4
	Payment for acquisition of Biosimilar Business from Viatris (refer note 35)	-	(156,645)
	Purchase of investments	(30,842)	(70,168)
	Proceeds from sale of investments	31,799	69,877
	Redemption of fixed deposit with original maturity more than 3 months	1	542
	Interest received	141	72
	Net cash flow (used in) investing activities	**(7,338)**	**(163,123)**
III	**Cash flows from financing activities**		
	Proceeds from issuance of equity shares (net of expenses)	-	65,265
	Proceeds from issuance of debentures [refer note 13 (i) and (j)]	8,000	-
	Dividend paid	-	(228)
	Proceeds from non-current borrowings	-	95,906
	Repayment of non-current borrowings	(23,774)	(101)
	Proceeds from current borrowings (net)	6,700	4,930
	Repayment of lease liabilities	(629)	(544)
	Interest paid	(8,015)	(3,601)
	Net cash flow (used in) /generated from financing activities	**(17,718)**	**161,627**
IV	**Net (decrease) / Increase in cash and cash equivalents (I + II + III)**	**(3,189)**	**7,047**
V	Effect of exchange differences on cash and cash equivalents held in foreign currency	(8)	100
VI	Cash and cash equivalents at the beginning of the year	8,590	1,444
VII	**Cash and cash equivalents at the end of the year (IV + V + VI)**	**5,393**	**8,590**
	Reconciliation of cash and cash equivalents as per statement of cash flow		
	Cash and cash equivalents (Note 11)		
	Balances with banks - on current accounts	8,534	8,877
		8,534	**8,877**
	Cash credits (note 16)	(3,141)	(287)
	Balance as per statement of cash flows	**5,393**	**8,590**

* Refer note 35 for working capital acquired through business acquisition during the year



BIOCON BIOLOGICS LIMITED

STATEMENT OF CONSOLIDATED CASH FLOWS FOR THE YEAR ENDED MARCH 31, 2024

(All amounts are in Indian Rupees million, except share data and per share data, unless otherwise stated)

Reconciliation between opening and closing balance sheet for liabilities arising from financing activities

	Opening balance April 1, 2023	Cash flows	Non-cash movement	Closing balance March 31, 2024
Non-current borrowings (including current maturities)	133,694	(15,774)	315	118,235
Current borrowings	10,842	6,700	2	17,544
Interest accrued but not due	192	(47)	-	145
Total liabilities from financing activities	**144,728**	**(9,121)**	**317**	**135,924**

	Opening balance April 1, 2022	Cash flows	Non-cash movement	Closing balance March 31, 2023
Non-current borrowings (including current maturities)	44,623	95,805	(6,734)	133,694
Current borrowings	5,907	4,930	5	10,842
Interest accrued but not due	135	57	-	192
Total liabilities from financing activities	**50,665**	**100,792**	**(6,729)**	**144,728**

The accompanying notes are an integral part of the consolidated financial statements.

As per our report of even date attached

for **B S R & Co. LLP**
Chartered Accountants
Firm Registration Number: 101248W/W-100022

Sanjay Sharma
Partner
Membership No.: 063980

Bengaluru
Date: May 15, 2024

for and on behalf of **the Board of Directors of Biocon Biologics Limited**

Kiran Mazumdar-Shaw
Executive Chairperson
DIN: 00347229

Shreehas P Tambe
Managing Director
DIN: 09796480

Kedar Upadhye
Chief Financial Officer

Deepika Srivastava
Company Secretary

Bengaluru
Date: May 14, 2024

BIOCON BIOLOGICS LIMITED BENGALURU

1. Company Overview

1.1 Reporting entity

Biocon Biologics Limited ("BBL" or the "parent company" or "the Company"), a subsidiary of Biocon Limited, together with its subsidiaries and trust (collectively, the "Group"), is engaged in manufacture and development of pharmaceutical formulations. The Company is a public limited company incorporated and domiciled in India and has its registered office at Biocon House, Semicon Park Electronics City, Phase – II, Hosur Road, Bengaluru – 560 100.

1.2 Basis of preparation of financial statements

a) Statement of compliance

The consolidated financial statements have been prepared in accordance with Indian Accounting Standards (Ind AS) as per the Companies (Indian Accounting Standards) Rules, 2015 notified under Section 133 of Companies Act, 2013, (the 'Act') and other relevant provisions of the Act.

The Group has performed an assessment of its financial position as at March 31, 2024 and the forecasts of the Group for a period of fifteen months from the date of these financial statements. As part of this assessment, following factors are considered by the management.

- In the previous year, the Group acquired the biosimilar business from Viatris using long-term funding arrangements amounting to Rs. 98,616 (outstanding balance as on March 31, 2024 Rs. 79,173, refer note 13). The Group also has obligation to pay deferred consideration to Viatris (refer note 18). During the year funding arrangement was amended, whereby the lenders have relied upon the Equity Support Agreement ('ESA') given by Biocon Limited and has resulted in relief for purpose of covenant compliance. ESA was approved by the shareholders of Biocon Limited ("the Holding Company") on 22 April 2024.

- The Group's ability to utilize the sanctioned working capital facilities and re-finance its borrowings for operations when these fall due. The Group is having discussions with the banks and has received indicative term sheets for such arrangements.

- Projected performance of the Group specifically considering net cash inflows duly simulated for alternate scenarios with sensitivities for the key assumptions.

- In April 2024, the Holding Company of the Group has received approval from its board of directors to infuse funds amounting to Rs. 6,250 to provide liquidity to the Group.

Based on the evaluation described above, management believes that the Group has sufficient financial resources available to it as on the date of approval of these financial statement and that it will be able to continue as a going concern in the foreseeable future. Accordingly, these consolidated financial statements have been prepared for the Group as a going concern basis on the basis of relevant Ind AS that are effective at the Company's annual reporting date, March 31, 2024.

These consolidated financial statements are approved for issuance by the Company's Board of Directors on May 14, 2024.

Details of the Group's accounting policies are included in Note 2.

b) Functional and presentation currency

These consolidated financial statements are presented in Indian rupees (INR), which is also the functional currency of the parent Company. All amounts have been rounded-off to the nearest million, unless otherwise indicated. In respect of subsidiaries whose operations are self-contained and integrated, the functional currency has been determined to be the currency of the primary economic environment in which the entity operates.

c) Basis of measurement

These consolidated financial statements have been prepared on the historical cost basis, except for the following items:

- Derivative Financial instruments at fair value
- Certain financial assets and liabilities are measured at fair value;
- Net defined benefit assets/(liability) are measured at fair value of plan assets, less present value of defined benefit obligations;
- Employee stock compensation at grant date fair value.

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BIOCON BIOLOGICS LIMITED BENGALURU

- Contingent consideration receivable or payable in a business combination at fair value
- Non derivative financial instruments at Fair Value Through Profit and Loss (FVTPL)

d) Use of estimates and judgements

The preparation of the financial statements in conformity with Ind AS requires management to make estimates, judgements and assumptions. These estimates, judgements and assumptions affect the application of accounting policies and the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the period. Accounting estimates could change from period to period. Actual results could differ from those estimates. Appropriate changes in estimates are made as management becomes aware of changes in circumstances surrounding the estimates. Changes in estimates are reflected in the financial statements in the period in which changes are made and, if material, their effects are disclosed in the notes to the consolidated financial statements.

Judgements

Information about judgements made in applying accounting policies that have the most significant effects on the amounts recognised in the consolidated financial statements is included in the following notes:

- Note 1.2(b) — Assessment of functional currency;
- Note 2(c) and 31 — Financial instruments;
- Note 2(d), 2(e) and 3 — Useful lives of property, plant and equipment and other intangible assets;
- Note 2(j) and 30 — measurement of defined benefit obligation; key actuarial assumptions;
- Note 2(n), 6 and 29 — Provision for income taxes and related tax contingencies and evaluation of recoverability of deferred tax assets.
- Note 2(l) and 19 — Revenue Recognition: whether revenue from sale of product and licensing income is recognised over time or at a point in time;

1.3 Assumptions and estimation uncertainties

Information about assumptions and estimation uncertainties that have a significant risk of resulting in a material adjustment is included in the following notes:

- Note 2(i)(ii) – impairment test of non-financial assets; key assumptions underlying recoverable amounts including the recoverability of expenditure on internally-generated intangible assets;
- Note 6 and 29 – recognition of deferred tax assets: availability of future taxable profit against which tax losses carried forward can be used;
- Note 2(l) and 19 - Revenue Recognition; estimate of expected returns, chargebacks, rebates and other allowances;
- Note 30 – measurement of defined benefit obligations: key actuarial assumptions;
- Note 31 – impairment of financial assets; and
- Note 14 and 36 – recognition and measurement of provisions and contingencies: key assumptions about the likelihood and magnitude of an outflow of resources.
- Note 39 – Employee stock compensation
- Note 2(i) and 3(c) - impairment test of goodwill: key assumptions underlying recoverable amounts, including the recoverability of development costs;
- Note 35 - acquisition of business: fair value of the consideration transferred (including contingent consideration) and fair value of the assets acquired and liabilities assumed, measured on a provisional basis.

1.4 Measurement of fair values

A number of the Group's accounting policies and disclosures require the measurement of fair values, for both financial and non-financial assets and liabilities.

Fair values are categorised into different levels in a fair value hierarchy based on the inputs used in the valuation techniques as follows.

- Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2: inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).

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— Level 3: inputs for the asset or liability that are not based on observable market data (unobservable inputs).

When measuring the fair value of an asset or a liability, the Group uses observable market data as far as possible. If the inputs used to measure the fair value of an asset or a liability fall into different levels of the fair value hierarchy, then the fair value measurement is categorised in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement.

The Group recognises transfers between levels of the fair value hierarchy at the end of the reporting period during which the change has occurred.

Further information about the assumptions made in measuring fair values is included in the following notes:

— Note 31 – financial instruments
— Note 39 – Employee stock compensation
— Note 35 – Business Combination

1.5 Operating cycle

The Group classifies an asset as current asset when:

- it expects to realise the asset, or intends to sell or consume it, in its normal operating cycle;
- it holds the asset primarily for the purpose of trading;
- it expects to realise the asset within twelve months after the reporting period; or
- the asset is cash or a cash equivalent unless the asset is restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period.

All other assets are classified as non-current.

A liability is classified as current when –

- it expects to settle the liability or consume it, in its normal operating cycle;
- it holds the liability primarily for the purpose of trading;
- the liability is due to be settled within twelve months after the reporting period; or
- it does not have an unconditional right to defer settlement of the liability for at least twelve months after the reporting period. Terms of a liability that could, at the option of the counterparty, result in its settlement by the issue of equity instruments do not affect its classification.

All other liabilities are classified as non-current.

The operating cycle is the time between the acquisition of assets for processing and their realisation in cash or cash equivalents. The Group's normal operating cycle is twelve months.

2 Material accounting policies

a. Basis of consolidation

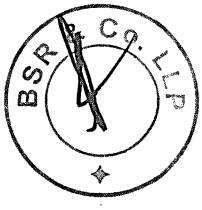
i. Subsidiaries

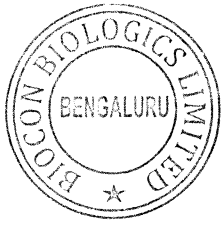
Subsidiaries are entities controlled by the Group. The Group controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. The financial statements of subsidiaries are included in the consolidated financial statements from the date on which control commences until the date on which control ceases.

The financial statements of the Group are consolidated on line-by-line basis. Intra-group transactions, balances and any unrealised gains arising from intra-group transactions, are eliminated. Unrealised losses are eliminated, but only to the extent that there is no evidence of impairment. All temporary differences that arise from the elimination of profits and losses resulting from intragroup transactions are recognised as per Ind AS 12, *Income Taxes.*

For the purpose of preparing these consolidated financial statements, the accounting policies of subsidiaries have been changed where necessary to align them with the policies adopted by the Group.

Non-controlling interests (NCI)





NCI are measured at their proportionate share of the acquiree's net identifiable assets at the date of acquisition.

Changes in the Group's equity interest in a subsidiary that do not result in a loss of control are accounted for as equity transactions.

ii. Loss of control

When the Group loses control over a subsidiary, it derecognises the assets and liabilities of the subsidiary, and any related NCI and other components of equity. Any interest retained in the former subsidiary is measured at fair value at the date the control is lost. Any resulting gain or loss is recognised in statement of profit or loss.

iii. Associates and joint arrangements (equity accounted investees)

The Group's interests in equity accounted investees comprise interests in associates and a joint venture.

An associate is an entity in which the Group has significant influence, but not control or joint control, over the financial and operating policies. A joint venture is an arrangement in which the Group has joint control and has rights to the net assets of the arrangement, rather than rights to its assets and obligations for its liabilities.

Interests in associates and joint ventures are accounted for using the equity method. They are initially recognised at cost which includes transaction costs. Subsequent to initial recognition, the consolidated financial statements include the Group's share of profit or loss and other comprehensive income (OCI) of equity- accounted investees until the date on which significant influence or joint control ceases.

iv. Transactions eliminated on consolidation

Intra-group balances and transactions, and any unrealised income and expenses (except for foreign currency transaction gains or losses) arising from intra-group transactions, are eliminated. Unrealised gains arising from transactions with equity-accounted investees are eliminated against the investment to the extent of the Group's interest in the investee. Unrealised losses are eliminated in the same way as unrealised gains, but only to the extent that there is no evidence of impairment.

b. Foreign currency

i. Foreign currency transactions

Transactions in foreign currencies are translated into the respective functional currencies of companies at the exchange rates at the dates of the transactions or an average rate if the average rate approximates the actual rate at the date of the transaction.

Monetary assets and liabilities denominated in foreign currencies are translated into the functional currency at the exchange rate at the reporting date. Non-monetary assets and liabilities that are measured at fair value in a foreign currency are translated into the functional currency at the exchange rate when the fair value was determined. Non-monetary assets and liabilities that are measured based on historical cost in a foreign currency are translated at the exchange rate at the date of the transaction. Exchange differences are recognised in statement of profit or loss, except exchange differences arising from the translation of the qualifying cash flow hedges to the extent that the hedges are effective which are recognised in OCI.

ii. Foreign operations

The assets and liabilities of foreign operations (subsidiaries, associates, joint arrangements) including goodwill and fair value adjustments arising on acquisition, are translated into INR, the functional currency of the Group, at the exchange rates at the reporting date. The income and expenses of foreign operations are translated into INR at the exchange rates at the dates of the transactions or an average rate if the average rate approximates the actual rate at the date of the transaction.

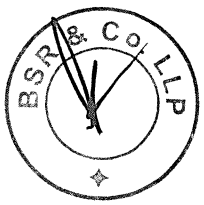
Foreign currency translation differences are recognised in OCI and accumulated in equity (as exchange differences on translating the financial statements of a foreign operation), except to the extent that the exchange differences are allocated to NCI.

c. Financial instruments

i. Recognition and initial measurement

Trade receivables and debt securities issued are initially recognised when they are originated. All other financial assets and financial liabilities are initially recognised when the Group becomes a party to the contractual provisions of the instrument.

A financial asset or financial liability is initially measured at fair value plus, for an item not at fair value through profit and loss (FVTPL), transaction costs that are directly attributable to its acquisition or issue.



ii. Classification and subsequent measurement

Financial assets

On initial recognition, a financial asset is classified as measured at

- amortised cost;
- Fair value through other comprehensive income (FVOCI) – debt investment;
- FVOCI – equity investment; or
- FVTPL

Financial assets are not reclassified subsequent to their initial recognition, except if and in the period the Group changes its business model for managing financial assets.

A financial asset is measured at amortised cost if it meets both of the following conditions and is not designated as at FVTPL:

- the asset is held within a business model whose objective is to hold assets to collect contractual cash flows; and
- the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

A debt investment is measured at FVOCI if it meets both of the following conditions and is not designated as at FVTPL:

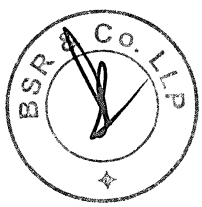
- the asset is held within a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets; and
- the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

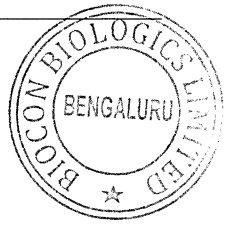
On initial recognition of an equity investment that is not held for trading, the Group may irrevocably elect to present subsequent changes in the investment's fair value in OCI (designated as FVOCI – equity investment). This election is made on an investment-by- investment basis.

All financial assets not classified as measured at amortised cost or FVOCI as described above are measured at FVTPL. This includes all derivative financial assets. On initial recognition, the Group may irrevocably designate a financial asset that otherwise meets the requirements to be measured at amortised cost or at FVOCI as at FVTPL if doing so eliminates or significantly reduces an accounting mismatch that would otherwise arise.

Financial assets: Subsequent measurement and gains and losses

Financial assets at FVTPL	These assets are subsequently measured at fair value. Net gains and losses, including any interest or dividend income, are recognised in statement of profit and loss. However, see Note 31 for derivatives designated as hedging instruments.
Financial assets at amortised cost	These assets are subsequently measured at amortised cost using the effective interest method. The amortised cost is reduced by impairment losses. Interest income, foreign exchange gains and losses and impairment are recognised in statement of profit and loss. Any gain or loss on derecognition is recognised in statement of profit and loss.
Debt investments at FVOCI	These assets are subsequently measured at fair value. Interest income under the effective interest method, foreign exchange gains and losses and impairment are recognised in statement of profit and loss. Other net gains and losses are recognised in OCI. On derecognition, gains and losses accumulated in OCI are reclassified to statement of profit and loss.
Equity investments at FVOCI	These assets are subsequently measured at fair value. Dividends are recognised as income in statement of profit and loss unless the dividend clearly represents a recovery of part of the cost of the investment. Other net gains and losses are recognised in OCI and are not reclassified to statement of profit and loss.





Financial liabilities: Classification, subsequent measurement and gains and losses

Financial liabilities are classified as measured at amortised cost or FVTPL. A financial liability is classified as at FVTPL if it is classified as held- for- trading, or it is a derivative or it is designated as such on initial recognition. Financial liabilities at FVTPL are measured at fair value and net gains and losses, including any interest expense, are recognised in statement of profit and loss. Other financial liabilities are subsequently measured at amortised cost using the effective interest method. Interest expense and foreign exchange gains and losses are recognised in statement of profit and loss. Any gain or loss on derecognition is also recognised in statement of profit and loss.

iii. Derecognition

Financial assets

The Group derecognises a financial asset when the contractual rights to the cash flows from the financial asset expire, or it transfers the rights to receive the contractual cash flows in a transaction in which substantially all of the risks and rewards of ownership of the financial asset are transferred or in which the Group neither transfers nor retains substantially all of the risks and rewards of ownership and does not retain control of the financial asset.

If the Group enters into transactions whereby it transfers assets recognised on its balance sheet, but retains either all or substantially all of the risks and rewards of the transferred assets, the transferred assets are not derecognised.

Financial liabilities

The Group derecognises a financial liability when its contractual obligations are discharged or cancelled, or expire.

The Group also derecognises a financial liability when its terms are modified and the cash flows under the modified terms are substantially different. In this case, a new financial liability based on the modified terms is recognised at fair value. The difference between the carrying amount of the financial liability extinguished and the new financial liability with modified terms is recognised in statement of profit and loss.

iv. Offsetting

Financial assets and financial liabilities are offset and the net amount presented in the balance sheet when, and only when, the Group currently has a legally enforceable right to set off the amounts and it intends either to settle them on a net basis or to realise the asset and settle the liability simultaneously.

v. Derivative financial instruments and hedge accounting

The Group holds derivative financial instruments to hedge its foreign currency and interest rate risk exposures. Embedded derivatives are separated from the host contract and accounted for separately if the host contract is not a financial asset and certain criteria are met.

Derivatives are initially measured at fair value. Subsequent to initial recognition, derivatives are measured at fair value, and changes therein are generally recognised in statement of profit or loss.

The Group designates certain derivatives as hedging instruments to hedge the variability in cash flows associated with highly probable forecast transactions arising from changes in foreign exchange rates and interest rates.

At inception of designated hedging relationships, the Group documents the risk management objective and strategy for undertaking the hedge. The Group also documents the economic relationship between the hedged item and the hedging instrument, including whether the changes in cash flows of the hedged item and hedging instrument are expected to offset each other.

Cash flow hedges

When a derivative is designated as a cash flow hedging instrument, the effective portion of changes in the fair value of the derivative is recognised in OCI and accumulated in other equity under 'effective portion of cash flow hedges'. The effective portion of changes in the fair value of the derivative that is recognised in OCI is limited to the cumulative change in fair value of the hedged item, determined on a present value basis, from inception of the hedge. Any ineffective portion of changes in the fair value of the derivative is recognised immediately in statement of profit or loss.

If a hedge no longer meets the criteria for hedge accounting or the hedging instrument is sold, expires, is terminated or is exercised, then hedge accounting is discontinued prospectively. When hedge accounting for cash flow hedges is discontinued, the amount that has been accumulated in other equity remains there until, for a hedge of a transaction resulting in recognition of a non-financial item, it is included in the non-financial item's cost on its initial recognition or, for other cash flow hedges, it is reclassified to profit or loss in the same period or periods as the hedged expected future cash flows affect profit or loss.

If the hedged future cash flows are no longer expected to occur, then the amounts that have been accumulated in other equity are immediately reclassified to profit or loss.

vi. Net investment hedges

When a derivative instrument or a non-derivative financial liability is designated as the hedging instrument in a hedge of a net investment in a foreign operation, the effective portion of changes in the fair value of a derivative or foreign exchange gains and losses for a non-derivative is recognised in OCI and presented in other equity within equity. Any ineffective portion of the changes in the fair value of the derivative or foreign exchange gains and losses on the non-derivative is recognized immediately in profit or loss. The amount recognised in OCI is fully or partially reclassified to profit or loss as a reclassification adjustment on disposal or partial disposal of the foreign operation, respectively.

vii. Cash and cash equivalents

Cash and cash equivalent in the balance sheet comprise cash at banks and on hand and short-term deposits with an original maturity of three months or less, which are subject to an insignificant risk of changes in value. For the purpose of the statement of cash flows, cash and cash equivalents consist of cash and short-term deposits, as defined above, net of outstanding bank overdrafts as they are considered an integral part of the Group's cash management.

viii. Cash dividend to equity holders

The Group recognises a liability to make cash distribution to equity holders when the distribution is authorised and the distribution is no longer at the discretion of the Group. As per the corporate laws in India, a distribution is authorised when it is approved by the shareholders. A corresponding amount is recognised directly in equity. Interim dividends are recorded as a liability on the date of declaration by the Company's Board of Directors.

d. Property, plant and equipment

i. Recognition and measurement

Items of property, plant and equipment are measured at cost less accumulated depreciation and accumulated impairment losses, if any. The cost of an item of property, plant and equipment comprises the cost of materials and direct labor, any other costs including import duty, and other non-refundable taxes or levies that are directly attributable to bringing the item to working condition for its intended use, and estimated costs of dismantling and removing the item and restoring the site on which it is located.

If significant parts of an item of property, plant and equipment have different useful lives, then they are accounted for as separate items (major components) of property, plant and equipment.

Any gain or loss on disposal of an item of property, plant and equipment is recognised in statement of profit and loss.

Subsequent expenditure is capitalised only if it is probable that the future economic benefits associated with the expenditure will flow to the Group.

Advances paid towards acquisition of property, plant and equipment outstanding at each Balance Sheet date, are disclosed under other non-current assets and cost of assets not ready for intended use before the year end, are disclosed as capital work-in-progress.

ii. Depreciation

Depreciation is calculated on cost of items of property, plant and equipment less their estimated residual values over their estimated useful lives using the straight-line method. Assets acquired under finance leases are depreciated over the shorter of the lease term and their useful lives unless it is reasonably certain that the Group will obtain ownership by the end of the lease term. Freehold land is not depreciated.

The estimated useful lives of items of property, plant and equipment for the current and comparative periods are as follows:

Asset	Management estimate of useful life	Useful life as per Schedule II
Building	25-30 years	30 years
Roads	5-12 years	5 years
Plant and equipment (including Electrical installation and Lab equipment)	9-15 years	8-20 years
Computers and servers	3 years	3-6 years
Office equipment	3-5 years	5 years
Research and development equipment	9-10 years	5-10 years
Furniture and fixtures	6 years	10 years
Vehicles	6 years	6-10 years
Leasehold improvements	5 years or lease period whichever is lower	

Depreciation method, useful lives and residual values are reviewed at each financial year-end and adjusted if appropriate. Based on technical evaluation and consequent advice, the management believes that its estimates of useful lives as given above best represent the period over which management expects to use these assets.

Depreciation on additions (disposals) is provided on a pro-rata basis i.e. from (upto) the date on which asset is ready for use (disposed of).

iii. Reclassification to investment property

When the use of a property changes from owner-occupied to investment property, the property is reclassified as investment property at its carrying amount on the date of reclassification.

e. Intangible assets

Internally generated: Research and development

Expenditure on research activities is recognised in statement of profit and loss as incurred.

Development expenditure is capitalised as part of the cost of the resulting intangible asset only if the expenditure can be measured reliably, the product or process is technically and commercially feasible, future economic benefits are probable, and the Group intends to and has sufficient resources to complete development and to use or sell the asset. Otherwise, it is recognised in statement of profit and loss as incurred. Subsequent to initial recognition, the asset is measured at cost less accumulated amortisation and any accumulated impairment losses.

Others

Other intangible assets are initially measured at cost. Subsequently, such intangible assets are measured at cost less accumulated amortisation and any accumulated impairment losses.

i. ***Subsequent expenditure***

Subsequent expenditure is capitalised only when it increases the future economic benefits embodied in the specific asset to which it relates. All other expenditure, including expenditure on internally generated goodwill and brands, is recognised in statement of profit and loss as incurred and cost can be measured reliably.

ii. ***Amortisation***

Intangible assets are amortised on a straight line basis over the estimated useful life as follows:

— Computer software	3-5 years
— Marketing and Manufacturing rights	8-15 years
— Developed technology rights	8-15 years
— Brands	8-15 years

Amortisation method, useful lives and residual values are reviewed at the end of each financial year and adjusted if appropriate.

f. Investment property

Investment property is property held either to earn rental income or for capital appreciation or for both, but not for sale in the ordinary course of business, use in the production or supply of goods or services or for administrative purposes. Upon initial recognition, an investment property is measured at cost. Subsequent to initial recognition, investment property is measured at cost less accumulated depreciation and accumulated impairment losses, if any.

Any gain or loss on disposal of an investment property is recognised in statement of profit and loss.

g. Business combination

The Group accounts for Business Combination using the acquisition method when the acquired set of activities and assets meets the definition of a business and control is transferred to the Group. In determining whether a particular set of activities and assets is a business, the Group assesses whether the set of assets and activities acquired includes, at minimum, an input and substantive process and whether the acquired set has the ability to produce out

The consideration transferred in the acquisition is generally measured at fair value as at the date the control is acquired (acquisition date), as are the identifiable net assets acquired. Any gain on a bargain purchase is recognised in the OCI and accumulated in equity as capital reserve if there exists clear evidence of the underlying reasons for classifying the business combination as a bargain purchase. If there does not exist clear evidence of the underlying reasons for classifying the business combination as a bargain purchase, then gain on a bargain purchase is recognised directly in equity as capital reserve.

Transaction costs/ acquisition related costs are expensed as incurred and services are received, except if related to the issue of debt or equity securities.

The consideration transferred does not include amounts related to the settlement of pre-existing relationships with the acquiree. Such amounts are generally recognised in the statement of profit and loss.

Any contingent consideration is measured at fair value at the date of acquisition. If an obligation to pay contingent consideration (or right to receive excess contingent consideration transferred) that meets the definition of a financial instrument is classified as equity, then it is not re-measured and settlement is accounted for within equity. Otherwise, other contingent consideration is remeasured at fair value at each reporting date and subsequent changes in the fair value of the contingent consideration are recognized in profit or loss.

If the initial accounting for a business combination is incomplete by the end of the reporting period in which the business combination occurs, the Group reports in its financial statements provisional amounts for the items for which the accounting is incomplete. During the measurement period, the Group retrospectively adjusts the provisional amounts recognised at the acquisition date to reflect new information obtained about facts and circumstances that existed as of the acquisition date and, if known, would have affected the measurement of the amounts recognised as of that date.

During the measurement period, the Group also recognises additional assets or liabilities if new information is obtained about facts and circumstances that existed as of the acquisition date and, if known, would have resulted in the recognition of those assets and liabilities as of that date.

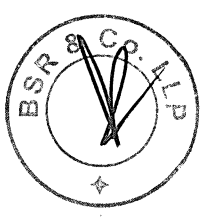
The measurement period ends as soon as the Group receives the information it was seeking about facts and circumstances that existed as of the acquisition date or learns that more information is not obtainable but does not exceed one year from the acquisition date.

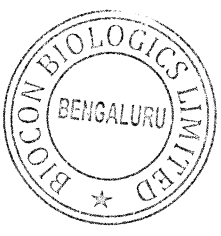
Business combinations – common control transaction

Business combination involving entities that are controlled by the group is accounted for at carrying value. No adjustments are made to reflect the fair values, or recognise any new assets or liabilities except to harmonise accounting policies. The financial information in the consolidated financial statements in respect of prior periods is restated as if the business combination had occurred from the beginning of the preceding period in the consolidated financial statements, irrespective of the actual date of combination. The identity of the reserves are preserved and the reserves of transferor becomes the reserves of the transferee. The difference, if any between the amounts recorded as share capital issued plus any additional consideration in the form of cash and the amounts of share capital of the transferor is transferred to amalgamation adjustment reserves and is presented separately from other capital reserves.

h. Inventories

Inventories are measured at the lower of cost and net realisable value. The cost of inventories is based on the first-in first-out formula, and includes expenditure incurred in acquiring the inventories, production or conversion costs and other costs incurred in bringing them to their present location and condition. In the case of manufactured inventories and work-in-progress, cost includes an appropriate share of fixed production overheads based on normal operating capacity.





Net realisable value is the estimated selling price in the ordinary course of business, less the estimated costs of completion and selling expenses. The net realisable value of work-in-progress is determined with reference to the selling prices of related finished products.

Raw materials, components and other supplies held for use in the production of finished products are not written down below cost except in cases where material prices have declined and it is estimated that the cost of the finished products will exceed their net realisable value.

The comparison of cost and net realisable value is made on an item-by-item basis.

i. Impairment

i. Impairment of financial assets

In accordance with Ind AS 109, the Group applies expected credit loss ("ECL") model for measurement and recognition of impairment loss on following:

- financial assets measured at amortised cost; and
- financial assets measured at FVOCI- debt investments.

Loss allowance for trade receivables with no significant financing component is measured at an amount equal to lifetime expected credit losses. For all other financial assets, ECL are measured at an amount equal to the 12-month ECL, unless there has been a significant increase in credit risk from initial recognition in which case those are measured at lifetime ECL.

Loss allowance for financial assets measured at amortised cost are deducted from gross carrying amount of the assets.

ii. Impairment of non-financial assets

The Group assess at each reporting date whether there is any indication that the carrying amount may not be recoverable. If any such indication exists, then the asset's recoverable amount is estimated and an impairment loss is recognised if the carrying amount of an asset or CGU exceeds its estimated recoverable amount in the statement of profit and loss.

Goodwill is tested annually for impairment. For the purpose of impairment testing, goodwill arising from a business combination is allocated to CGUs or groups of CGUs that are expected to benefit from the synergies of the combination.

The recoverable amount of a CGU (or an individual asset) is higher of its value in use and its fair value less costs to sell. Value in use is based on the estimated future cash flow, discounted to their present value using a pre-tax discount rate that reflects current market assessment of the time value of money and the risks specific to CGU (or the asset).

The Group's non-financial assets, inventories and deferred tax assets, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated. For impairment testing, assets that do not generate independent cash inflows are grouped together into cash-generating units (CGUs). Each CGU represents the smallest group of assets that generates cash inflows that are largely independent of the cash inflows of other assets or CGUs.

Impairment loss recognised in respect of a CGU is allocated first to reduce the carrying amount of any goodwill allocated to the CGU, and then to reduce the carrying amounts of the other assets of the CGU (or groups of CGUs) on a pro rata basis.

An impairment loss in respect of goodwill is not subsequently reversed. In respect of other assets for which impairment loss has been recognised in prior periods, the Group reviews at each reporting date whether there is any indication that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. Such a reversal is made only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.

j. Employee benefits

i. Short-term employee benefits:

All employee benefits falling due within twelve months from the end of the period in which the employees render the related services are classified as short-term employee benefits, which include benefits like salaries, wages, short term compensated absences, performance incentives, etc. and are recognised as expenses in the period in which the employee renders the related service and measured accordingly."

ii. Post-employment benefits:

Post-employment benefit plans are classified into defined benefits plans and defined contribution plans as under:"

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BIOCON BIOLOGICS LIMITED BENGALURU

Gratuity

The Group provides for gratuity, a defined benefit plan ("the Gratuity Plan") covering the eligible employees of the Company. The Gratuity Plan provides a lump-sum payment to vested employees at retirement, death, incapacitation or termination of employment, of an amount based on the respective employee's salary and the tenure of the employment with the Group.

Liability with regard to the Gratuity Plan are determined by actuarial valuation, performed by an independent actuary, at each balance sheet date using the projected unit credit method.

The Group recognises the net obligation of a defined benefit plan as a liability in its balance sheet. Gains or losses through re-measurement of the net defined benefit liability are recognised in other comprehensive income and are not reclassified to profit and loss in the subsequent periods. The actual return of the portfolio of plan assets, in excess of the yields computed by applying the discount rate used to measure the defined benefit obligation is recognised in other comprehensive income. The effect of any plan amendments are recognised in the statement of profit and loss.

Provident Fund

Eligible employees of the Company receive benefits from provident fund, which is a defined contribution plan. Both the eligible employees and the Company make monthly contributions to the Government administered provident fund scheme equal to a specified percentage of the eligible employee's salary. Amounts collected under the provident fund plan are deposited with in a government administered provident fund. The Company has no further obligation to the plan beyond its monthly contributions.

iii. *Compensated absences*

The Group has a policy on compensated absences which are both accumulating and non-accumulating in nature. The expected cost of accumulating compensated absences is determined by actuarial valuation performed by an independent actuary at each balance sheet date using the projected unit credit method on the additional amount expected to be paid/availed as a result of the unused entitlement that has accumulated at the balance sheet date. Expense on non-accumulating compensated absences is recognised is the period in which the absences occur.

iv. Employee stock compensation

The grant date fair value of equity settled share-based payment awards granted to employees is recognised as an employee expense, with a corresponding increase in equity, over the period that the employees unconditionally become entitled to the awards. The amount recognised as expense is based on the estimate of the number of awards for which the related service and non-market vesting conditions are expected to be met, such that the amount ultimately recognised as an expense is based on the number of awards that do meet the related service and non-market vesting conditions at the vesting date.

The grant date fair value of options granted (net of estimated forfeiture) to employees of the Company is recognised as an employee expense.

The Company has adopted the policy to account for Biocon Biologics Employees Welfare Trust as a legal entity separate from the Company, but as a subsidiary of the Company. Any loan from the Company to the trust is accounted for as a loan in accordance with its term.

The expense is recorded for each separately vesting portion of the award as if the award was, in substance, multiple awards. The increase in equity recognised in connection with share based payment transaction is presented as a separate component in equity under "Employee stock options outstanding reserve". The amount recognised as an expense is adjusted to reflect the actual number of stock options that vest. For the option awards, grant date fair value is determined under the option-pricing model. Forfeitures are estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures materially differ from those estimates.

k. Provisions (other than for employee benefits)

A disclosure for a contingent liability is made when there is a possible obligation or a present obligation that may, but probably will not, require an outflow of resources. When there is a possible obligation or a present obligation in respect of which the likelihood of outflow of resources is remote, no provision or disclosure is made.

A provision is recognised if, as a result of a past event, the Group has a present legal or constructive obligation that can be estimated reliably, and it is probable that an outflow of economic benefits will be required to settle the obligation. Provisions are determined by discounting the expected future cash flows (representing the best estimate of the expenditure required to settle the present obligation at the balance sheet date) at a pre-tax rate that reflects current market assessments of the time value of