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 European Economic Area (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 Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014, as amended (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the 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 United Kingdom (the "**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018, as amended or superseded (the "**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, "**FSMA**") and any rules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 UK domestic law by virtue of the EUWA ("**UK MiFIR**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the Notes or otherwise making them available to any 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.

MiFID II product governance (EEA) / **Professional investors and ECPs only target market** – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

UK MiFIR product governance (UK) / **Professional investors and ECPs only target market** – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in UK MiFIR; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer's target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

For the avoidance of doubt, distribution to retail clients domiciled in Switzerland is permissible.

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH REGULATION (EU) 2017/1129 AS IT FORMS PART OF DOMESTIC LAW OF THE UK BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 FOR THE ISSUE OF THE NOTES DESCRIBED BELOW AND THE FINANCIAL CONDUCT AUTHORITY HAS NEITHER APPROVED NOR REVIEWED THE INFORMATION CONTAINED HEREIN.

Final Terms dated 7 April 2025

LSEGA Financing plc LEI: 2138009YFYTGEHZNNZ09

(the "Issuer")

Issue of CHF 150,000,000 1.150 per cent. Guaranteed Notes due 8 April 2032 under the

£10,000,000,000 Euro Medium Term Note Programme (the "Programme")

unconditionally and irrevocably guaranteed

by London Stock Exchange Group plc (LEI): 213800QAUUUP6I445N30

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the Offering Circular dated 28 March 2025 (the "**Offering Circular**"). This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Offering Circular and the prospectus dated 7 April 2025 (including all documents incorporated by reference therein) prepared by the Issuer and the Guarantor in connection with admission of the Notes to trading on SIX Swiss Exchange (the "**Swiss Prospectus**"). Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Offering Circular and the Swiss Prospectus (including all documents incorporated by reference therein).

The Offering Circular has been published on the website of the Regulatory News Service operated by the London Stock Exchange at www.londonstockexchange.com/exchange/news/market-news/market-news/market-news/market-news/market-news-home.html.

Copies of the Swiss Prospectus are available at BNP Paribas (Suisse) SA, Esplanade de Pont-Rouge 9A, 1212 Grand-Lancy, Switzerland, and can be ordered by telephone (+41 (0)58 212 68 60) or by e-mail (<u>ch_cm_legal@bnpparibas.com</u>).

| 1. | (i) | Issuer: | LSEGA Financing plc |
|----|-----------------|--------------------------------------|---|
| | (ii) | Guarantor: | London Stock Exchange Group plc |
| 2. | (i) | Series Number: | 9 |
| | (ii) | Tranche: | 1 |
| | (iii) | Date on which Notes become fungible: | Not Applicable |
| 3. | Specif | ed Currency or Currencies: | Swiss Francs ("CHF") |
| 4. | Aggre | gate Nominal Amount | |
| | (i) | Series: | CHF 150,000,000 |
| | (ii) | Tranche: | CHF 150,000,000 |
| 5. | Issue F | Price: | 100.134 per cent. of the Aggregate Nominal Amount |
| 6. | (i) | Specified Denominations: | CHF 5,000 and integral multiples thereof |
| | (ii) | Calculation Amount: | CHF 5,000 |
| 7. | (i) | Issue Date: | 8 April 2025 |
| | (ii) | Interest Commencement Date: | Issue Date |
| 8. | Maturi | ty Date: | 8 April 2032 |
| 9. | Interest Basis: | | 1.150 per cent. Fixed Rate |

| 10. | Redemption/Payment Basis: | Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal amount. |
|-----|---|---|
| 11. | Change of Interest: | Not Applicable |
| 12. | Put/Call Options: | Issuer Maturity Par Call pursuant to Condition 9(d) |
| | | Clean-up Call pursuant to Condition 9(f) |
| | | Change of Control Put pursuant to Condition 9(g) |
| | | (see paragraphs 19, 20 and 21 below) |
| 13. | Date, in the case of the Issuer, of the Board | 26 February 2025 (in the case of the Board approval of |

15. Date, in the case of the Issuer, of the Board approval for issuance of Notes obtained and, date, in the case of the Guarantor, of the Board approval and of the Committee approval for issuance of Notes and Guarantee obtained:

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

| 14. | Fixed | Rate Note Provisions | Applicable |
|--------|---------|--|---|
| | (i) | Rate of Interest: | 1.150 per cent. per annum payable annually in arrear on each Interest Payment Date |
| | (ii) | Interest Payment Date(s): | 8 April in each year, commencing on 8 April 2026, up to and including the Maturity Date |
| | (iii) | Fixed Coupon Amount: | CHF 58.00 per Calculation Amount |
| | (iv) | Broken Amount(s): | Not Applicable |
| | (v) | Day Count Fraction: | 30/360 |
| 15. | Floati | ng Rate Note Provisions | Not Applicable |
| 16. | Zero (| Coupon Note Provisions | Not Applicable |
| 17. | Bench | mark Discontinuation | Not Applicable |
| PROVIS | SIONS R | ELATING TO REDEMPTION | |
| 18. | Call C | ption | Not Applicable |
| 19. | Issuer | Maturity Par Call | Applicable |
| | (i) | Par Call Period Commencement Date: | 8 January 2032 |
| | (ii) | Notice period: | As per the Conditions |
| 20. | Clean | -Up Call Option | Applicable |
| | (i) | Optional Redemption Amount (Clean-Up): | CHF 5,000 per Calculation Amount |

| | (ii) | Notice period: | | | As per the Conditions |
|-----|----------|-------------------------------|-------------|------------|----------------------------------|
| | (iii) | Clean-Up Call | Threshold: | | As per the Conditions |
| 21. | Change | e of Control Pu | t | | Applicable |
| | (i) | Change of Amount: | Control | Redemption | CHF 5,050 per Calculation Amount |
| 22. | Final R | edemption Am | ount of eac | ch Note: | CHF 5,000 per Calculation Amount |
| 23. | Early R | Redemption An | nount (Tax) |): | CHF 5,000 per Calculation Amount |
| | • | Redemption An t payable on | | | |
| | Notice p | period: | | | As per the Conditions |
| 24. | Early T | Cermination Ar | nount: | | |
| | • | t payable on | | | CHF 5,000 per Calculation Amount |
| 25. | Unmatu | ured Coupons: | | | Condition 10(f) applies |

GENERAL PROVISIONS APPLICABLE TO THE NOTES

Bearer Notes:

The Notes will be in bearer form and (on issue) will be represented by a Permanent Global Note without interest coupons (*Globalurkunde*) (the "**Permanent Global Note**") which will be deposited with SIX SIS Ltd (the "**Intermediary**", which expression includes any other clearing institution recognised by SIX Swiss Exchange).

Once the Permanent Global Note has been deposited with the Intermediary and the relevant interests in the Notes entered into the accounts of one or more participants of the Intermediary, the Notes will constitute intermediated securities in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

Each Noteholder shall have a quotal (*pro rata*) coownership interest in the Permanent Global Note to the extent of its claim against the Issuer and the Guarantor, provided that, for so long as the Permanent Global Note remains deposited with the Intermediary, the coownership interest shall be suspended.

For so long as the Notes are represented by the Permanent Global Note and the Permanent Global Note is deposited with the Intermediary:

- the Notes may only be transferred or otherwise disposed of in accordance with the provisions of the Swiss Federal Intermediated Securities Act by the entry of the transferred Notes in a securities account of the transferee;
- (ii) the records of the Intermediary will determine:
 - (A) the number of Notes represented by the Permanent Global Note (in which regard any certificate or other document issued by the Intermediary as to the nominal amount of the Notes shall be conclusive and binding for all purposes save in the case of manifest error); and
 - (B) the number of Notes held through each participant in the Intermediary (each a "**Participant**") (in which regard any certificate or other document issued by the Intermediary as to the nominal amount of the Notes shall be conclusive and binding for all purposes save in the case of manifest error); and
- (iii) in respect of the Notes held in the form of intermediated securities, the holders of the Notes will be the persons holding Notes in a securities account (Effektenkonto) in their own name and for their own account or, in case of intermediaries (Verwahrungsstellen), the intermediaries holding Notes for their own account in a securities account (Effektenkonto) which is in their name (in which regard any certificate or other document as to the number of Notes standing to the relevant securities account (Effektenkonto) of any person shall be conclusive and binding for all purposes save in the case of manifest error). Each such holder shall be treated by the Issuer, the Guarantor, the Trustee, the Swiss Principal Paying Agent and any other Swiss paying agent as the holder of the relevant number of Notes other than with respect to payments on the Notes for which purpose the bearer of the Permanent Global Note shall be deemed to be the holder of the relevant number of Notes in accordance with, and subject to the terms of, the Permanent Global Note and the Trust Deed.

The expressions "Noteholder", "holder of Notes" and "Holder" and related expressions shall be construed accordingly. Condition 3 shall be construed accordingly.

Neither the Issuer nor the Guarantor nor any Noteholder shall at any time have the right to effect or demand the conversion of the Permanent Global Note into, or the delivery, of individually certificated notes (Wertpapiere) (the "Definitive Notes") and interest coupons or uncertificated notes (Wertrechte). No physical delivery of Notes shall be made unless and until Definitive Notes shall have been printed. Definitive Notes may only be printed, in whole, but not in part, if the Swiss Principal Paying Agent determines, after consultation with the Issuer, in its sole discretion, that the printing of the Definitive Notes is necessary or useful. If the Swiss Principal Paying Agent determines that the printing of Definitive Notes is necessary or useful, the Issuer shall:

- (A) promptly give notice of such determination to the Noteholders in accordance with the Conditions and these Final Terms: and
- arrange for the printing and delivery to the **(B)** Swiss Principal Paying Agent of Definitive Notes with Coupons attached in the name and at the expense of the Issuer. In each such case, the Notes and Coupons will be printed in accordance with the rules and regulations of the Intermediary.

Should Definitive Notes and Coupons be printed, the Permanent Global Note will immediately be cancelled and returned to the Issuer by the Swiss Principal Paying Agent and Definitive Notes shall be delivered to the holders of Notes against cancellation of the Notes in the holders' securities accounts.

| | | BNP Paribas (S |
|-----|---|----------------|
| 30. | Other final terms or special conditions: | Paying Agents |
| 29. | Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature): | No |
| 28. | Additional Financial Centre(s): | Not Applicable |
| 27. | New Global Note: | No |

Paribas (Suisse) SA shall act as Swiss principal paying agent (the "Swiss Principal Paying Agent") in respect of the Notes. In respect of the Notes, all references in the Conditions to the "Principal Paying Agent" shall, so far as the context permits, be deemed to be references to the Swiss Principal Paying Agent.

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In respect of the Notes, the Issuer will at all times maintain a paying agent having a specified office in Switzerland and will at no time maintain a paying agent having a specified office outside Switzerland.

In addition, in respect of the Notes, all references in the Conditions to a "Paying Agent" shall, so far as the context permits, be construed as references to the Swiss Principal Paying Agent or any other Swiss paying agents from time to time appointed by the Issuer in respect of the Notes.

Condition 16 shall be construed accordingly.

Payments

For so long as the Notes are represented by the Permanent Global Note, the receipt by the bearer of the Permanent Global Note (or the Swiss Principal Paying Agent on behalf of the bearer of the Permanent Global Note in accordance with Swiss market practice) of the due and punctual payment of the funds in CHF in Geneva, in the manner provided by the Conditions and these Final Terms, shall release the Issuer from its obligation under the Notes and Coupons for the payment of interest and principal due on the respective Interest Payment Date and on the Maturity Date to the extent of such payment.

The definition of "Payment Business Day" in Condition 2 shall be deleted and replaced with the following:

"Payment Business Day" means a day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions are authorised or required by law, regulation or executive order to close in Geneva and Zurich and a day on which dealings in foreign currencies may be carried on in London

Condition 10 shall be construed accordingly.

Notices

So long as the Notes are listed on SIX Swiss Exchange and so long as the rules of SIX Swiss Exchange so require, all notices in respect of the Notes and/or the Issuer and the Guarantor (with respect to the Notes) will be validly given through the Swiss Principal Paying Agent (i) by means of electronic publication on the internet website of SIX Swiss Exchange (https://www.six-group.com/en/products-services/theswiss-stock-exchange/market-data/news-tools/officialnotices.html#/) or (ii) otherwise in accordance with the regulations of SIX Swiss Exchange.

Any such notice will be deemed to have been given on the date of such publication or if published more than once, on the first date of such publication.

Condition 20 shall be construed accordingly.

Signed on behalf of LSEGA Financing plc:

as Issuer

By:

Duly authorised

Signed on behalf of London Stock Exchange Group plc:

as Guarantor

By:

Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

| Listing and Admission to trading: | Application has been made for the Notes to be provisionally admitted to trading pursuant to the standard for bonds of SIX Swiss Exchange with effect from 7 April 2025. The last trading day is expected to be the second business day prior to the Maturity Date. |
|-----------------------------------|--|
| | Application for definitive listing pursuant to the standard for bonds of SIX Swiss Exchange will be made as soon as practicable and, if granted, will only be granted after the Issue Date. |
| | Representation |
| | In accordance with Article 58a of the Listing Rules of SIX Swiss Exchange, BNP Paribas (Suisse) SA has been appointed by the Issuer as representative to lodge the listing application with SIX Exchange Regulation Application. |
| RATINGS | |
| Ratings: | The Notes to be issued are expected to be rated A3 by Moody's Investors Service Limited (" Moodys ") and A by S&P Global Ratings UK Limited (" S&P "). |

3. **REASONS FOR THE OFFER AND USE OF PROCEEDS**

Reasons for the offer:

General corporate purposes

4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

Save as discussed in "Subscription and Sale" and in "General Information" – "Dealers transacting with the Issuers and/or Guarantor" of the Offering Circular, so far as the Issuer and the Guarantor are aware, no person involved in the offer of the Notes has an interest material to the offer.

5. **YIELD**

6.

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| Indication of yield: | 1.130 per cent. per annum. Yield is calculated on the basis of the Issue Price on the Issue Date. It is not an indication of future yield |
|-------------------------|---|
| OPERATIONAL INFORMATION | |
| ISIN Code: | CH1415780092 |
| Common Code: | 304728248 |
| CFI: | See the website of the Association of National Numbering Agencies (ANNA) or alternatively source from the |

| | | responsible National Numbering Agency that assigned the ISIN |
|---|---|---|
| FISN: | | See the website of the Association of National Numbering Agencies (ANNA) or alternatively source from the responsible National Numbering Agency that assigned the ISIN |
| - | learing system(s) other than Euroclear | SIX SIS Ltd |
| | SA/NV and Clearstream Banking S.A. e relevant identification number(s): | Swiss Security Number: 141'578'009 |
| Delive | ry: | Delivery against payment |
| Names and addresses of additional Paying Agent(s) (if any): | | Name: BNP Paribas (Suisse) SA |
| Agent | () (ii aliy). | Address: Esplanade de Pont-Rouge 9A, 1212 Grand- Lancy, Switzerland |
| | ed to be held in a manner which would Eurosystem eligibility: | No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met. |
| | | |
| Releva | ant Benchmarks: | Not Applicable |
| | nt Benchmarks: RIBUTION | |
| | | |
| DISTI | RIBUTION | Not Applicable Reg. S Compliance Category 2; TEFRA D rules are |
| DISTI (i) | RIBUTION US Selling Restrictions: | Not Applicable Reg. S Compliance Category 2; TEFRA D rules are applicable in accordance with usual Swiss practice |
| DISTI (i) | RIBUTION US Selling Restrictions: | Not Applicable Reg. S Compliance Category 2; TEFRA D rules are applicable in accordance with usual Swiss practice <i>Joint Lead Managers:</i> |
| DISTI (i) | RIBUTION US Selling Restrictions: | Not Applicable Reg. S Compliance Category 2; TEFRA D rules are applicable in accordance with usual Swiss practice <i>Joint Lead Managers:</i> BNP Paribas (Suisse) SA Deutsche Bank AG London Branch, acting through |
| DISTR (i) (ii) | RIBUTION US Selling Restrictions: If syndicated, names of Managers: | Not Applicable Reg. S Compliance Category 2; TEFRA D rules are applicable in accordance with usual Swiss practice <i>Joint Lead Managers:</i> BNP Paribas (Suisse) SA Deutsche Bank AG London Branch, acting through Deutsche Bank AG Zurich Branch |
| DISTR (i) (ii) (iii) | RIBUTION US Selling Restrictions: If syndicated, names of Managers: Stabilisation Manager(s) (if any): If non-syndicated, name and address | Not Applicable Reg. S Compliance Category 2; TEFRA D rules are applicable in accordance with usual Swiss practice <i>Joint Lead Managers:</i> BNP Paribas (Suisse) SA Deutsche Bank AG London Branch, acting through Deutsche Bank AG Zurich Branch Not Applicable |
| DISTH (i) (ii) (iii) (iv) | RIBUTION US Selling Restrictions: If syndicated, names of Managers: Stabilisation Manager(s) (if any): If non-syndicated, name and addresss of relevant Dealer: Prohibition of Sales to UK Retail | Not Applicable Reg. S Compliance Category 2; TEFRA D rules are applicable in accordance with usual Swiss practice <i>Joint Lead Managers:</i> BNP Paribas (Suisse) SA Deutsche Bank AG London Branch, acting through Deutsche Bank AG Zurich Branch Not Applicable Not Applicable |

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