



(a société anonyme incorporated under the laws of the Grand Duchy of Luxembourg having its registered office at 24-26 boulevard d'Avranches, L-1160 Luxembourg, Grand Duchy of Luxembourg, and registered with the Registre de Commerce et des Sociétés, Luxembourg under number B82.454)

€10,000,000,000

Euro Medium Term Note Programme (wholesale programme)

This Base Prospectus has been approved by the Luxembourg *Commission de Surveillance du Secteur Financier* (the “CSSF”), which is the Luxembourg competent authority for the purpose of the Luxembourg law of 10 July 2005 concerning the prospectus relating to transferable securities (as amended by the Luxembourg laws dated 3 July 2012, 21 December 2012 and 10 May 2016, the “**Luxembourg Prospectus Law**”), which implements Directive 2003/71/EC of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading (as amended and supplemented from time to time), as a base prospectus issued in compliance with the Luxembourg Prospectus Law for the purpose of giving information with regard to the notes (“**Notes**”) issued under the Euro Medium Term Note Programme (the “**Programme**”) described in this Base Prospectus during the period of twelve (12) months after the date hereof. Application has been made for the Notes, during the period of twelve (12) months after the date hereof, to be admitted to trading on the Luxembourg Stock Exchange's Regulated Market (*Bourse de Luxembourg*) and to be listed on the official list of the Luxembourg Stock Exchange, which is a regulated market (a “**Regulated Market**”) as defined in the Markets in Financial Instruments Directive 2014/65/EU, as amended (“**MiFID II**”) and published on the list of the regulated markets in the Official Journal of the European Union. Pursuant to article 7(7) of the Luxembourg Prospectus Law, by approving this Base Prospectus, the CSSF gives no undertaking as to the economic and financial characteristics of the Notes to be issued hereunder or the quality or solvency of ArcelorMittal (“**ArcelorMittal**”, the “**Issuer**” or the “**Company**”). The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer. In the case of any Notes which are to be listed and admitted to trading on a Regulated Market within the European Economic Area and/or offered to the public in a Member State of the European Economic Area which would otherwise require the publication of a prospectus under the Prospectus Directive (as defined herein) in respect of such offering, the minimum specified denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes).

Notes issued under the Programme may, or may not, be rated. The rating (if any) may be specified in the relevant Final Terms (as defined herein). Whether or not each credit rating applied for in relation to a relevant Series of Notes (as defined herein) will be issued by a credit rating agency established in the European Union and registered under Regulation (EU) No 1060/2009, as amended (the “**CRA Regulation**”) will be disclosed in the Final Terms. The list of registered and certified rating agencies published by the European Securities and Markets Authority (“**ESMA**”) will appear on its website (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change, or withdrawal at any time by the assigning rating agency.

Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of the Issuer to fulfil its respective obligations under the Notes are discussed under “Risk Factors” below.

Arranger
BNP PARIBAS

Dealers

Banca IMI	Banco Bilbao Vizcaya Argentaria, S.A.
BofA Merrill Lynch	BNP Paribas
Citigroup	BMO Capital Markets
Crédit Agricole CIB	Commerzbank
HSBC	Goldman Sachs International
J.P. Morgan	ING
MIZUHO SECURITIES	Morgan Stanley
NatWest Markets	NATIXIS
RBC Capital Markets	Rabobank
SMBC Nikko	Santander Corporate & Investment Banking
Société Générale Corporate & Investment Banking	UniCredit Bank

Date: 29 May 2019

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IMPORTANT NOTICES

This Base Prospectus comprises a base prospectus for the purposes of Article 5.4 of the Prospectus Directive (as defined below). ArcelorMittal (the “**Issuer**”, the “**Company**”, “**ArcelorMittal**” or the “**Responsible Person**”) accepts responsibility for the information contained in this Base Prospectus and for the Final Terms (as defined below) for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Responsible Person (who has taken all reasonable care to ensure that such is the case), the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Each Tranche (as defined herein) of Notes will be issued on the terms set out herein under “Terms and Conditions of the Notes” (the “**Conditions**”) as completed by a document specific to such Tranche called final terms (the “**Final Terms**”). This Base Prospectus must be read and construed together with any supplements hereto and with any information incorporated by reference herein and, in relation to any Tranche of Notes, must be read and construed together with the relevant Final Terms.

No person has been authorized to give any information or to make any representation concerning the Issuer, the Programme or the Notes, other than as contained or incorporated by reference in this Base Prospectus and, if given or made, any such other information or representation should not be relied upon as having been authorized by the Issuer or any Dealer.

Neither the Dealers (as defined herein) nor any of their respective affiliates have authorised the whole or any part of this Base Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus. Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer since the date thereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions. Any investor purchasing the Notes under this Base Prospectus and any Final Terms is solely responsible for ensuring that any offer or resale of the Notes it purchased under this Base Prospectus and any Final Terms occurs in compliance with applicable laws and regulations. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Notes, see “Subscription and Sale”. In particular, Notes have not been and will not be registered under the

United States Securities Act of 1933, as amended (the “**Securities Act**”), and Notes that are not in registered form for U.S. federal tax purposes are subject to U.S. tax law requirements. Subject to certain exceptions, Notes that are not in registered form for U.S. federal tax purposes may not be offered, sold or delivered within the United States or to U.S. persons.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

The maximum aggregate principal amount of Notes outstanding at any one time under the Programme will not exceed €10,000,000,000 (and for this purpose, any Notes denominated in another currency shall be translated into euro at the date of the agreement to issue such Notes calculated in accordance with the provisions of the Dealer Agreement). The maximum aggregate principal amount of Notes which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealer Agreement as defined under “Subscription and Sale”.

In this Base Prospectus, unless otherwise specified, references to a “**Member State**” are references to a Member State of the European Economic Area, references to “\$”, “**U.S. dollars**” or “**dollars**” are to United States dollars and references to “€”, “**EUR**” or “**euro**” are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended.

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

This Base Prospectus has been prepared on the basis that, except to the extent sub-paragraph (ii) below may apply, any offer of Notes in any Member State of the European Economic Area (each, a “**Member State**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Member State, from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer in that Member State of Notes which are the subject of an offering contemplated in this Base Prospectus as completed by Final Terms in relation to the offer of those Notes may only do so (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer, or (ii) if a prospectus for such offer has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State and (in either case) published, all in accordance with the Prospectus Directive, provided that any such prospectus has subsequently been completed by Final Terms which specify that offers may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Member State and such offer is made in the period beginning and

ending on the dates specified for such purpose in such prospectus or final terms, as applicable, and the Issuer has consented in writing to its use for the purpose of such offer. Except to the extent sub-paragraph (ii) above may apply, neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer. The expression “**Prospectus Directive**” means Directive 2003/71/EC (as amended or superseded, including by Regulation (EU) 2017/1129).

This document is only being distributed to and is only directed at (i) persons who are outside the United Kingdom or (ii) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Order**”) or (iii) high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as “**Relevant Persons**”). Any Notes will only be available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such Notes will be engaged in only with Relevant Persons. Any person who is not a Relevant Person should not act or rely on this document or any of its contents.

For a more complete description of certain restrictions on offering and sale of Notes and on distribution of this Base Prospectus and any Final Terms, see “*Subscription and Sale*”.

Copies of this document will be available free of charge during normal business hours on any week day (except public holidays) at the offices of the Issuer.

This document will be published on the website of the Luxembourg Stock Exchange at www.bourse.lu.

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the stabilising manager(s) (the “Stabilising Manager(s)”) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 calendar days after the issue date of the relevant Tranche of Notes and 60 calendar days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the Stabilising Manager(s) (or persons acting on behalf of the Stabilising Manager(s)) in accordance with all applicable laws and rules.

Forward-Looking Statements

This Base Prospectus contains forward-looking statements based on estimates and assumptions. Forward-looking statements include, among other things, statements concerning the business, future financial condition, results of operations and prospects of ArcelorMittal, including its subsidiaries. These statements usually contain the words “believes”, “plans”, “expects”, “anticipates”, “intends”, “estimates” or other similar expressions. For each of these statements, you should be aware that forward-looking statements involve known and unknown risks and

uncertainties. Although it is believed that the expectations reflected in these forward-looking statements are reasonable, there is no assurance that the actual results or developments anticipated will be realised or, even if realised, that they will have the expected effects on the business, financial condition, results of operations or prospects of ArcelorMittal.

These forward-looking statements speak only as of the date on which the statements were made, and no obligation has been undertaken to publicly update or revise any forward-looking statements made in this prospectus or elsewhere as a result of new information, future events or otherwise, except as required by applicable laws and regulations.

PRIIPs / IMPORTANT / EUROPEAN ECONOMIC AREA (“EEA”) RETAIL INVESTORS – If the Final Terms in respect of any Notes includes a legend entitled “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 Directive 2014/65/EU, as amended (“**MiFID II**”), (ii) a customer within the meaning of Directive 2016/97/EU, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No. 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors (as defined above) in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any such retail investor in the EEA may be unlawful under the PRIIPs Regulation.

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

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

PRODUCT CLASSIFICATION PURSUANT TO SECTION 309B OF THE SECURITIES AND FUTURES ACT (CHAPTER 289 OF SINGAPORE) – The Final Terms in respect of any Notes may include a legend entitled “Singapore Securities and Futures Act Product Classification” which will state the product classification of the Notes pursuant to section 309B(1) of the Securities and Futures Act (Chapter 289 of Singapore) (the “**SFA**”). The Issuer will make a determination in relation to each issue about the classification of the Notes being offered for purposes of section 309B(1)(a). Any such legend included on the relevant

Final Terms will constitute notice to “relevant persons” for purposes of section 309B(1)(c) of the SFA.

KEY ELEMENTS OF THE PROGRAMME

This section “Key Elements of the Programme” constitutes a general description of the Programme pursuant to Article 22.5 (3) of the Commission Regulation (EC) No 809/2004.

I. KEY INFORMATION RELATING TO THE NOTES

Issuer:	ArcelorMittal having its registered office at 24-26 boulevard d’Avranches, L-1160 Luxembourg, Grand Duchy of Luxembourg, registered with the <i>Registre de Commerce et des Sociétés</i> , Luxembourg under number B 82.454.
Arranger:	BNP Paribas
Dealers:	Banca IMI S.p.A., Banco Bilbao Vizcaya Argentaria, S.A., Banco Santander, S.A., Bank of Montreal, London Branch, BNP Paribas, BofA Securities Europe S.A., Citigroup Global Markets Europe AG, Citigroup Global Markets Limited, Commerzbank Aktiengesellschaft, Coöperatieve Rabobank U.A., Crédit Agricole Corporate and Investment Bank, Goldman Sachs International, HSBC Bank plc, ING Bank NV Belgian Branch, J.P. Morgan Securities plc, Merrill Lynch International, Mizuho International plc, Mizuho Securities Europe GmbH, Morgan Stanley & Co International plc, NATIXIS, NatWest Markets Plc, RBC Europe Limited, SMBC Nikko Capital Markets Limited, SMBC Nikko Capital Markets Europe GmbH, Société Générale, UniCredit Bank AG and any other Dealer appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular Tranche of Notes.
Fiscal Agent:	BNP Paribas Securities Services, Luxembourg branch
Luxembourg Listing Agent:	BNP Paribas Securities Services, Luxembourg branch
Listing and Trading:	Applications have been made for Notes to be admitted during the period of twelve (12) months after the date hereof to listing on the official list of the Luxembourg Stock Exchange and to trading on the Regulated Market of the Luxembourg Stock Exchange. The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer.

Clearing Systems:	Euroclear and/or Clearstream, Luxembourg and, in relation to any Tranche of Notes, any other clearing system as may be specified in the relevant Final Terms.
Initial Programme Amount:	Up to €10,000,000,000 (or its equivalent in other currencies) aggregate principal amount of Notes outstanding at any one time.
Issuance in Series:	Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. Notes of a given Series will have identical terms, except that the issue date, the issue price and the amount of the first payment of interest may be different in respect of different Tranches. The Notes of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise Notes of different denominations.
Forms of Notes:	<p>Notes may only be issued in bearer form (“Bearer Notes”).</p> <p>Each Tranche of Notes will initially be in the form of either a Temporary Global Note or a Permanent Global Note, in each case as specified in the relevant Final Terms. Each Global Note which is not intended to be issued in new global note form (a “Classic Global Note” or “CGN”), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and any other relevant clearing system and each Global Note which is intended to be issued in new global note form (a “New Global Note” or “NGN”) will be deposited on or around the relevant issue date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Each Temporary Global Note will be exchangeable for a Permanent Global Note or, if so specified in the relevant Final Terms, for Definitive Notes. If the TEFRA D Rules are specified in the relevant Final Terms as applicable, certification as to non-U.S. beneficial ownership will be a condition precedent to any exchange of an interest in a Temporary Global Note or receipt of any payment of interest in respect of a Temporary Global Note. Each Permanent Global Note will be exchangeable for Definitive Notes in accordance with its terms. Definitive Notes will, if interest-bearing, have Coupons attached and, if appropriate, a Talon for further Coupons.</p>
Currencies:	Notes may be denominated in euro or in any other currency or currencies as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms) subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Payments in respect of Notes may, subject to such compliance, be made in and/or linked to, any currency or currencies other than the currency in which such Notes are denominated.

Status of the Notes:	Notes will be issued on an unsubordinated basis.
Issue Price:	Notes may be issued at any price on a fully-paid or partly-paid basis and at an issue-price which is at par or at a discount to, or premium over-par, as specified in the relevant Final Terms. The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.
Maturities:	Any maturity greater than twelve (12) months or no fixed maturity date, subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.
Redemption:	Notes may be redeemable at par or at such other Redemption Amount as may be specified in the relevant Final Terms.
Optional Redemption:	Notes may be redeemed before their stated maturity at the option of the Issuer (either in whole or in part) and/or the Noteholders to the extent (if at all) specified in the relevant Final Terms.
Make-whole Redemption by the Issuer	Unless otherwise specified in the relevant Final Terms, in respect of any issue of Notes, the Issuer will have the option to redeem the Notes, in whole or in part, at any time or from time to time, prior to their Maturity Date at their relevant Make-whole Redemption Amount.
Residual Maturity Call Option	If a Residual Maturity Call Option is specified in the relevant Final Terms, the Issuer may, on giving not less than 15 nor more than 30 calendar days' irrevocable notice in accordance with Condition 18 to the Noteholders redeem the Notes, in whole but not in part, at par together with interest accrued to, but excluding, the date fixed for redemption, which shall be no earlier than three (3) months before the Maturity Date.
Redemption on Put Restructuring Event or Change of Control:	Notes may be redeemed before their stated maturity at the option of the Noteholders in the event of a Put Restructuring Event if specified as applicable in the relevant Final Terms as described in Condition 9(h) (<i>Redemption and Purchase – Redemption at the Option of Noteholders upon a Put Restructuring Event</i>) or a Change of Control as described in Condition 9(i) (<i>Redemption and Purchase – Offer to Purchase upon a Change of Control</i>).
Tax Redemption:	Early redemption will be permitted for tax reasons as described in Condition 9(b) (<i>Redemption and Purchase - Redemption for tax reasons</i>).

Interest:	Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate and the method of calculating interest may vary between the Issue Date and the Maturity Date of the relevant Series.
Denominations:	Notes will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements provided that the minimum denomination of each Note admitted to trading on a regulated market within the EEA or offered to the public in a Member State of the EEA in circumstances which require the publication of a prospectus under the Prospectus Directive will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).
Negative Pledge:	The Notes will have the benefit of a negative pledge as described in Condition 5 (<i>Negative Pledge</i>).
Events of Default:	The Notes will have the benefit of events of default and a cross default provision as described in Condition 12 (<i>Events of Default</i>).
Taxation:	All payments in respect of Notes will be made free and clear of withholding for or on account of any taxes, duties, assessments, fees or other governmental charges of Luxembourg save as required by law. If any such withholding or deduction is so required, the Issuer will (subject as provided in Condition 11 (<i>Taxation</i>)) pay such additional amounts as will result in the Noteholders receiving such amounts as they would have received in respect of such Notes had no such withholding been required.
Governing Law of the Notes:	English law.
Enforcement of Notes in Global Form:	In the case of Global Notes, Noteholders' rights against the Issuer will be governed by a Deed of Covenant dated 29 May 2019, a copy of which will be available for inspection at the specified office of the Fiscal Agent.
Selling Restrictions:	For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering materials in the United States of America, the EEA, the United Kingdom, Republic of Italy, France and Singapore, see “ <i>Subscription and Sale</i> ” below.
Risk Factors:	Investing in Notes issued under the Programme involves certain risks. There are certain risk factors which are material for the purpose of assessing the market risks associated with Notes issued under the programme and include the fact that the Notes may not be a suitable

investment for all investors. These include the following risk factors, which are set forth under “*Risk Factors – Risks related to the Notes*”:

- There is no active trading market for the Notes.
- The Notes may be redeemed prior to maturity.
- Conversion from a fixed to floating interest rate will affect the secondary market and market value of the Notes.
- Zero Coupon Notes are subject to higher price fluctuations than non-discounted bonds.
- Potential conflicts of interest may exist between the Calculation Agent and Noteholders.
- Because the Global Notes are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfer, payment and communication with the Issuer.
- The Final Terms may provide that, if Definitive Notes are issued, such Notes will be issued in respect of all holdings of Notes equal to or greater than the minimum denomination. Definitive Notes that have a denomination that is not an integral multiple of the minimum denomination may be illiquid and difficult to trade.
- The trading price for the Notes may be directly affected by ArcelorMittal’s credit rating. Any adverse change in an applicable credit rating could adversely affect the trading price for the Notes issued under the Programme. Credit rating agencies continually revise their ratings for companies that they follow, including ArcelorMittal.
- Since the Issuer conducts its operations through subsidiaries, investors’ right to receive payments on the Notes is subordinated to the other liabilities of the Issuer’s subsidiaries.
- The Issuer’s ability to make debt service payments depends on its ability to transfer income and dividends from its subsidiaries.
- Since the Notes are unsecured, investors’ rights to receive payments may be adversely affected.
- ArcelorMittal is not restricted in its ability to dispose of its assets by the terms of the Notes.
- Luxembourg insolvency laws may adversely affect a recovery by the holders of the Notes.

- No assurance can be given as to the impact of any possible judicial decision or change in English law or the official application or interpretation of English law after the date of this Base Prospectus.
- The market value of the Notes and the trading market for debt securities may be volatile and may be adversely impacted by many events.
- Foreign currency Notes expose investors to foreign-exchange risk as well as to issuer risk.
- Exercise of a Put Option in respect of certain Notes may affect the liquidity of the Notes in respect of which such Put Option is not exercised.
- Meetings of Noteholders consider matters affecting Noteholders' interests and Noteholders who do not attend and vote at the relevant meeting and Noteholders who vote in a manner contrary to the majority may be bound by decisions taken by the defined majorities.
- Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions.
- The proposal for a Directive for a common Financial Transaction Tax ("FTT") has very broad scope. If the proposed Directive or any similar tax is adopted, transactions in the Notes would be subject to higher costs, and the liquidity of the market for the Notes may be diminished.
- Noteholders are exposed to risks relating to Singapore taxation.
- The regulation and reform of benchmarks may adversely affect the value of Notes linked to such "benchmarks".
- If the relevant Reference Rate is discontinued, the rate of interest of the affected Floating Rate Notes will be changed in ways that may be adverse to holders of such Notes, without any requirement that the consent of such holders be obtained.

II. KEY INFORMATION RELATING TO THE ISSUER

Issuer: ArcelorMittal

Description of Issuer: ArcelorMittal is the world's largest and most global steel producer and a significant producer of iron ore and coal with production of 92.5 million tonnes of crude steel and, from own mines, 58.5 million tonnes of iron ore and 5.9 million tonnes of coal in 2018. ArcelorMittal had sales of \$76.0 billion and steel shipments of 83.9 million tonnes for the year ended 31 December 2018.

ArcelorMittal recorded a net income attributable to equity holders of the parent for the year ended 31 December 2018 of \$5.1 billion. As of 31 December 2018, ArcelorMittal had equity attributable to the equity holders of the parent of \$42.1 billion, total debt (including debt classified as held for sale) of \$12.6 billion and cash and cash equivalents of \$2.4 billion, including restricted cash of \$0.2 billion.

ArcelorMittal's success is built on its core values of sustainability, quality and leadership and the entrepreneurial boldness that has empowered its emergence as the first truly global steel and mining company. Acknowledging that a combination of structural issues and macroeconomic conditions will continue to challenge returns in its sector, the Company has adapted its footprint to the new demand realities, redoubled its efforts to control costs and repositioned its operations with a view towards outperforming its competitors. ArcelorMittal's research and development capability is strong and includes several major research centers as well as strong academic partnerships with universities and other scientific bodies.

Against this backdrop, ArcelorMittal's strategy is to leverage four distinctive attributes that will enable it to capture leading positions in the most attractive areas of the steel industry's value chain, from mining at one end to distribution and first-stage processing at the other: global scale and scope; superior technical capabilities; a diverse portfolio of steel and related businesses, one of which is mining; and financial capabilities.

Geography: ArcelorMittal is the largest steel producer in the Americas, Africa and Europe and is the fifth largest steel producer in the Commonwealth of Independent States ("CIS") region. ArcelorMittal has steel-making operations in 19 countries on four continents, including 48 integrated and mini-mill steel-making facilities. As of 31 December 2018, ArcelorMittal had approximately 209,000 employees.

ArcelorMittal's steel-making operations have a high degree of geographic diversification. Approximately 38% of its crude steel is produced in the Americas, approximately 48% is produced in Europe and approximately 14% is produced in other countries, such as

Kazakhstan, South Africa and Ukraine. In addition, ArcelorMittal's sales of steel products are spread over both developed and developing markets, which have different consumption characteristics. ArcelorMittal's mining operations, present in North and South America, Africa, Europe and the CIS region, are integrated with its global steel-making facilities and are important producers of iron ore and coal in their own right.

Products: ArcelorMittal produces a broad range of high-quality finished and semi-finished steel products (“**semis**”). Specifically, ArcelorMittal produces flat steel products, including sheet and plate, and long steel products, including bars, rods and structural shapes. In addition, ArcelorMittal produces pipes and tubes for various applications. ArcelorMittal sells its steel products primarily in local markets and through its centralized marketing organization to a diverse range of customers in approximately 160 countries including the automotive, appliance, engineering, construction and machinery industries. The Company also produces various types of mining products including iron ore lump, fines, concentrate and sinter feed, as well as coking, pulverized coal injection (“**PCI**”) and thermal coal.

As a global steel producer, the Company is able to meet the needs of different markets. Steel consumption and product requirements clearly differ between developed markets and developing markets. Steel consumption in developed economies is weighted towards flat products and a higher value-added mix, while developing markets utilize a higher proportion of long products and commodity grades. To meet these diverse needs, the Company maintains a high degree of product diversification and seeks opportunities to increase the proportion of higher value-added products in its product mix.

Automotive focus: ArcelorMittal has a leading market share in its core markets in the automotive steel business and is a leader in the fast-growing advanced high strength steels segment. ArcelorMittal is the first steel company in the world to embed its own engineers within an automotive customer to provide engineering support. The Company begins working with original equipment manufacturers (“**OEMs**”) as early as five years before a vehicle reaches the showroom, to provide generic steel solutions, co-engineering and help with the industrialization of the project. In November 2016, ArcelorMittal introduced a new generation of advanced high strength steels, including new press hardenable steels and martensitic steels. Together, these new steel grades aim to help automakers further reduce body-in-white weight to improve fuel economy without compromising vehicle safety or performance. In November 2017, ArcelorMittal launched the second generation of its iCARE® electrical steels. iCARE® steel grades play a central role in the construction of electric motors.

Mining Value Chain: ArcelorMittal has a significant portfolio of raw material and mining assets. In 2018, approximately 49% of ArcelorMittal's iron-ore requirements and approximately 12% of its PCI and coal requirements were supplied from its own mines. The Company currently has iron ore mining activities in Brazil, Bosnia, Canada, Kazakhstan, Liberia, Mexico, Ukraine and the United States. The Company currently has coal mining activities in Kazakhstan and the United States. In addition, ArcelorMittal produces substantial amounts of direct reduced iron, or DRI, which is a scrap substitute used in its mini-mill facilities to supplement external metallics purchases. ArcelorMittal is also a significant producer of coke, which is produced from metallurgical coal and is a critical raw material for steel-making, satisfying 91% of its coke needs through its own production facilities. ArcelorMittal's facilities have good access to shipping facilities, including through ArcelorMittal's own, or partially owned, 15 deep-water port facilities and linked railway sidings.

ArcelorMittal has its own downstream steel distribution business, primarily run through its Europe segment. It also provides value-added and customized steel solutions through additional processing activities to meet specific customer requirements.

**Key Financial
Information**

	As at/for the year ended 31 December	
	(in millions of U.S. dollars)	
	2018	2017
Total Assets	91,249	85,297
Total Liabilities.....	47,141	44,442
Total Equity	44,108	40,855
Sales.....	76,033	68,679
Net Income (including non-controlling interest)	5,330	4,575

The Issuer's consolidated financial statements in respect of the years ended 31 December 2017 and 31 December 2018 are incorporated by reference into this Base Prospectus, and copies can be obtained, as stated under "*Information Incorporated by Reference*".

Risk Factors: There are certain factors that may affect the Issuer’s ability to fulfil its obligations under the Notes.

These include the following risk factors related to the global economy and the mining and steel industry and ArcelorMittal itself, which are set forth under “ *Risk Factors – Risks Related to the Global Economy and the Mining and Steel Industry*” and under “*Risk Factors – Risks Related to ArcelorMittal*”:

- ArcelorMittal’s business and results are substantially affected by regional and global macroeconomic conditions. Recessions or prolonged periods of weak growth in the global economy or the economies of ArcelorMittal’s key selling markets have in the past had and in the future would be likely to have a material adverse effect on the mining and steel industries and on ArcelorMittal’s results of operations and financial condition.
- Excess capacity and oversupply in the steel industry and in the iron ore mining industry have in the past and may continue in the future to weigh on the profitability of steel producers, including ArcelorMittal.
- Protracted low steel and iron ore prices would likely have an adverse effect on ArcelorMittal’s results of operations.
- Volatility in the supply and prices of raw materials, energy and transportation, and volatility in steel prices or mismatches between steel prices and raw material prices could adversely affect ArcelorMittal’s results of operations.
- Unfair trade practices in ArcelorMittal’s home markets could negatively affect steel prices and reduce ArcelorMittal’s profitability, while trade sanctions and barriers may have an adverse effect on ArcelorMittal’s operations in various markets.
- Developments in the competitive environment in the steel industry could have an adverse effect on ArcelorMittal’s competitive position and hence its business, financial condition, results of operations or prospects.
- Competition from other materials could reduce market prices and demand for steel products and thereby reduce ArcelorMittal’s cash flows and profitability.
- ArcelorMittal is subject to strict environmental laws and regulations that could give rise to a significant increase in costs and liabilities.
- Laws and regulations restricting emissions of greenhouse gases could force ArcelorMittal to incur increased capital and

operating costs and could have a material adverse effect on ArcelorMittal's results of operations and financial condition.

- ArcelorMittal is subject to stringent health and safety laws and regulations that give rise to significant costs and could give rise to significant liabilities and/or negatively impact ArcelorMittal's reputation.
- ArcelorMittal has a substantial amount of indebtedness, which could make it more difficult or expensive to refinance its maturing debt, incur new debt and/or flexibly manage its business.
- ArcelorMittal's level of profitability and cash flow currently is and, depending on market and operating conditions, may in the future be, substantially affected by its ability to reduce costs and improve operating efficiency.
- ArcelorMittal's mining operations are subject to risks associated with mining activities.
- ArcelorMittal's reserve estimates may materially differ from mineral quantities that it may be able to actually recover; ArcelorMittal's estimates of mine life may prove inaccurate; and market price fluctuations and changes in operating and capital costs may render certain ore reserves uneconomical to mine.
- ArcelorMittal faces rising extraction costs over time as reserves deplete.
- ArcelorMittal has incurred and may incur in the future operating costs when production capacity is idled or increased costs to resume production at idled facilities.
- ArcelorMittal has grown through acquisitions and may continue to do so. Failure to manage external growth and difficulties completing planned acquisitions or integrating acquired companies could harm ArcelorMittal's future results of operations, financial condition and prospects.
- ArcelorMittal may fail to implement its strategy with respect to Ilva.
- ArcelorMittal faces risks associated with its proposed acquisition, via a joint venture, of Essar Steel India Limited.
- ArcelorMittal's greenfield and brownfield investment projects are inherently subject to financing, execution and completion risks.

- ArcelorMittal faces risks associated with its investments in joint ventures and associates.
- The Significant Shareholder has the ability to exercise significant influence over the outcome of shareholder votes.
- The loss or diminution of the services of the Chairman of the Board of Directors and Chief Executive Officer of ArcelorMittal could have an adverse effect on its business and prospects.
- ArcelorMittal is a holding company that depends on the earnings and cash flows of its operating subsidiaries, which may not be sufficient to meet future operational needs or for shareholder distributions, and loss-making subsidiaries may drain cash flow necessary for such needs or distributions.
- Changes in assumptions underlying the carrying value of certain assets, including as a result of adverse market conditions, could result in the impairment of such assets, including intangible assets such as goodwill.
- ArcelorMittal's ability to fully utilize its recognized deferred tax assets depends on its profitability and future cash flows.
- ArcelorMittal's investment projects may add to its financing requirements and adversely affect its cash flows and results of operations.
- Underfunding of pension and other post-retirement benefit plans at some of ArcelorMittal's operating subsidiaries could require ArcelorMittal to make substantial cash contributions to pension plans or to pay for employee healthcare, which may reduce the cash available for ArcelorMittal's business.
- ArcelorMittal could experience labor disputes that may disrupt its operations and its relationships with its customers and its ability to rationalize operations and reduce labor costs in certain markets may be limited in practice or encounter implementation difficulties.
- ArcelorMittal is subject to economic policy, political, social and legal risks and uncertainties in the emerging markets in which it operates or proposes to operate, and these uncertainties may have a material adverse effect on ArcelorMittal's business, financial condition, results of operations or prospects.
- ArcelorMittal's results of operations could be affected by fluctuations in foreign exchange rates, particularly the euro to U.S. dollar exchange rate, as well as by exchange controls

imposed by governmental authorities in the countries where it operates.

- Disruptions to ArcelorMittal's manufacturing processes could adversely affect its operations, customer service levels and financial results.
- Natural disasters or severe weather conditions could damage ArcelorMittal's production facilities or adversely affect its operations.
- ArcelorMittal's insurance policies provide limited coverage, potentially leaving it uninsured against some business risks.
- Product liability claims could have a significant adverse financial impact on ArcelorMittal.
- ArcelorMittal is subject to regulatory and compliance risks, which may expose it to investigations by governmental authorities, litigation and fines, in relation, among other things, to its pricing and marketing practices or other antitrust matters. The resolution of such matters could negatively affect the Company's profitability and cash flows in a particular period or harm its reputation.
- ArcelorMittal is currently and in the future may be subject to legal proceedings, the resolution of which could negatively affect ArcelorMittal's profitability and cash flows in a particular period.
- ArcelorMittal's business is subject to an extensive, complex and evolving regulatory framework and its governance and compliance processes may fail to prevent regulatory penalties and reputational harm, whether at operating subsidiaries, joint ventures or associates.
- The income tax liability of ArcelorMittal may substantially increase if the tax laws and regulations in countries in which it operates change or become subject to adverse interpretations or inconsistent enforcement.
- ArcelorMittal's reputation and business could be materially harmed as a result of data breaches, data theft, unauthorized access or successful hacking.
- Changes to global data privacy laws and cross-border transfer requirements could adversely affect ArcelorMittal's business and operations.

RISK FACTORS

Prior to investing in any Notes issued under the Programme, potential investors should take into account, together with all other information contained in this Base Prospectus, the risk factors described below. These considerations are not exhaustive and other considerations, including some which may not be presently known to the Responsible Person, or which the Responsible Person currently deems immaterial, may impact any investment in the Notes. In addition, the value of the relevant Series of Notes could decline due to any of these risks, and prospective investors may lose some or all of their investment.

Words and expressions defined in the “*Terms and Conditions of the Notes*” below or elsewhere in this Base Prospectus have the same meanings in this section.

Investing in Notes issued under the Programme involves certain risks. Prospective investors should consider, among other things, the risk factors set out below.

ArcelorMittal’s business, financial condition, results of operations, reputation or prospects could be materially adversely affected by any of the risks and uncertainties described below.

Risks Related to the Global Economy and the Mining and Steel Industry

ArcelorMittal’s business and results are substantially affected by regional and global macroeconomic conditions. Recessions or prolonged periods of weak growth in the global economy or the economies of ArcelorMittal’s key selling markets have in the past had and in the future would be likely to have a material adverse effect on the mining and steel industries and on ArcelorMittal’s results of operations and financial condition.

The mining and steel industries have historically been highly volatile largely due to the cyclical nature of the business sectors that are the principal consumers of steel as described above. Demand for minerals, metals and steel products thus generally correlates to macroeconomic fluctuations in the global economy. This correlation and the adverse effect of macroeconomic downturns on metal mining companies and steel producers were evidenced in the 2008/2009 financial and subsequent economic crisis, for example, during which the results of both mining companies and steel producers were substantially affected, with many steel producers (including ArcelorMittal) recording sharply reduced revenues and operating losses.

Global steel demand has improved since 2015, when global apparent steel consumption contracted notably in China and most of ArcelorMittal’s core markets except Europe. Global economic growth was particularly strong during the second half of 2017 and the first half of 2018. Growth slowed less than anticipated in China in 2018 as strength in real estate and machinery partially offset weakness in automotive growth and a slowdown in infrastructure. There is, however, a risk of a significant slowdown in Chinese growth in 2019 due in particular to the potential fall-out from the trade dispute with the United States and the real estate market likely having reached a peak. In Europe, a major market for ArcelorMittal, results have suffered in prior years from recession and stagnation. After a period of robust industrial activity in late 2017 and early 2018, momentum has eased amid moderating export growth and less accommodative policies. Slowing global trade and increased uncertainty have negatively impacted industry, with the weakness amplified by a larger-than-expected temporary decline in

automotive output due to regulatory changes. While economic conditions have improved in recent periods in many of ArcelorMittal's other markets, including Brazil and the CIS, such improvements may prove fragile. Economic conditions have remained challenging in some of the Company's other markets, including South Africa, which suffered a technical recession during the first half of 2018 but has since gradually recovered.

Overall, the short-term outlook for 2019 global GDP growth is an expected slowdown to 2.7% down from 3.0% in 2018. Leading indicators support a slowdown in growth in the U.S. to a still robust 2.4%, despite the fading fiscal stimulus and tighter financial conditions. While growth in Europe weakened sharply during the second half of 2018, growth is still expected to recover to average 1.7% in 2019 as consumer expenditure is supported by low unemployment and weak inflation. Chinese growth is also expected to slow, and while growth in some emerging markets is likely to improve, notably Brazil, others are likely to see growth capped by rising borrowing costs to the extent interest rates rise. More generally, there are many risks to the global macro-economic outlook in 2019, including (among other things) monetary policy uncertainty; geopolitical tensions globally; political tensions in Europe; unsolved sovereign debt issues in many southern European countries; threats to globalization by renewed protectionism, including rising trade tensions stemming from the U.S imposition of tariffs on steel and aluminum imports and international responses thereto; the lack of progress in Brexit negotiations raising the risk of a disruptive exit with potential far-reaching consequences including the imposition of potential trade barriers, custom duties, logistic issues and restrictions to the free movement of goods and people; high levels of government, corporate and consumer indebtedness in various countries (including high levels of indebtedness in emerging markets) and a potentially significant slowdown in Chinese growth. A materialization of any of these risks could depress demand for (and hence the price of) steel and iron ore and therefore have a material adverse effect on ArcelorMittal's results of operations and financial condition.

Excess capacity and oversupply in the steel industry and in the iron ore mining industry have in the past and may continue in the future to weigh on the profitability of steel producers, including ArcelorMittal.

The steel industry is affected by global and regional production capacity and fluctuations in steel imports and exports, which are themselves affected by the existence and amounts of tariffs and customer stocking and destocking cycles. The steel industry globally has historically suffered from structural overcapacity, and the current global steelmaking capacity exceeds the current global consumption of steel. This overcapacity is amplified during periods of global or regional economic weakness due to weaker global or regional demand. In particular, China is both the largest global steel consumer and the largest global steel producer by a large margin, and the balance between its domestic production and consumption has been an important factor influencing global steel prices in recent years, such as in 2015, when Chinese domestic steel demand weakened resulting in a surge in Chinese steel exports. While the structural imbalance between Chinese supply and demand has been reduced by capacity eliminations in recent years, if Chinese capacity were to increase again, and/or if Chinese demand were to weaken significantly, there could be a renewed flood of Chinese steel exports. Other developing markets (such as Brazil, Russia and Ukraine) continue to show structural overcapacity after domestic demand fell sharply during recent recessions, and developed Asia continues to exhibit

overcapacity and the need to export significant volumes onto world markets. Regional steel markets are also vulnerable at times of economic crisis in countries with significant steel making capacity. One such example is Turkey where a currency crisis caused domestic demand to decline sharply during the second half of 2018 and led to an increase in exports, particularly for long steel products. In Europe, while the rebound in demand has lessened the structural imbalance between capacity and demand, a decrease in demand would mean a return to the structural overcapacity issues that have plagued the region for years. Finally, in the United States, improved economic conditions and the pricing support from the Section 232 tariffs led to new capacity being built and previously idled capacity re-opened, increasing the risk of oversupply and overcapacity in the event of a market downturn.

The overcapacity of steel production in the developing world and in China in particular has weighed on global steel prices at times over the past decade, as exports have surged to Europe and NAFTA, ArcelorMittal's principal markets, often at low prices that may be at or below the cost of production, depressing steel prices in regional markets world-wide. See "Unfair trade practices in ArcelorMittal's home markets could negatively affect steel prices and reduce ArcelorMittal's profitability while trade sanctions and barriers may have an adverse effect on ArcelorMittal's operations in various markets." If global demand were to weaken, such a phenomenon could happen again.

Finally, excess iron ore supply coupled with decreased demand in iron ore consuming industries, such as steel, has led to a prolonged depression of iron ore prices at various points in recent years, in particular in 2015, which in turn weighed on steel prices as iron ore is a principal raw material in steelmaking. While the supply/demand balance has improved more recently, no assurance can be given that it will not deteriorate again, particularly if Chinese steel demand declines or worldwide capacity increases due to new construction or the restart of production. A renewed phase of steel and iron ore oversupply would likely have a material adverse effect on ArcelorMittal's results of operations and financial condition.

Protracted low steel and iron ore prices would likely have an adverse effect on ArcelorMittal's results of operations.

As an integrated producer of steel and iron ore, ArcelorMittal's results of operations are sensitive to the market prices of steel and iron ore in its markets and globally. The impact of market steel prices on its results is direct. The impact of market iron ore prices is both direct, as ArcelorMittal sells iron ore on the market to third parties, and indirect as iron ore is a principal raw material used in steel production and fluctuations in its market price are typically and eventually passed through to steel prices. Steel prices and iron ore prices are affected by supply trends (see above), demand trends and inventory cycles. In terms of demand, steel and iron ore prices are sensitive to trends in cyclical industries, such as the automotive, construction, appliance, machinery, equipment and transportation industries, which are significant markets for ArcelorMittal's products. In the past, substantial price decreases during periods of economic weakness have not always been offset by commensurate price increases during periods of economic strength. In addition, as indicated above, excess supply relative to demand in local markets generally results in increased exports and drives down global prices. In terms of inventory, steel stocking and destocking cycles affect apparent demand for steel and hence steel prices and steel producers' profitability. For example, steel distributors may accumulate

substantial steel inventories in periods of low prices and, in periods of rising real demand for steel from end-users, steel distributors may sell steel from inventory (destock), thereby delaying the effective implementation of steel price increases. Conversely, steel price decreases can sometimes develop their own momentum, as customers adopt a “wait and see” attitude and destock in the expectation of further price decreases.

As a result of these factors, steel and iron ore prices came under pressure at various points in recent periods and particularly in 2015, when both steel and iron ore reached their lowest prices over the last decade. This had a pronounced negative effect on ArcelorMittal’s results of operations, in the form of significant declines in revenues and operating income for 2015. Moreover, the particularly sharp decline in steel prices in the second half of 2015 triggered inventory related losses of \$1.3 billion, and the significant decline in iron ore and coal prices led to a \$3.4 billion impairment of mining assets and goodwill in the fourth quarter of 2015.

While steel and iron ore prices have generally improved more recently, the timing and extent of continued price recovery, maintenance of improved price levels or a return to prior low levels cannot be predicted. In particular, while the imposition of tariffs in the United States and Europe at a rate of 25% has resulted in higher steel prices or in preventing significant drops in steel prices, further tariffs on a widening list of imported products and retaliatory protectionist measures by other countries risk having a significant negative impact on global trade and ultimately economic growth, steel demand and steel and iron ore prices. A renewed scenario of prolonged low steel and iron ore prices would have a material adverse effect on ArcelorMittal’s results of operations and financial condition.

Volatility in the supply and prices of raw materials, energy and transportation, and volatility in steel prices or mismatches between steel prices and raw material prices could adversely affect ArcelorMittal’s results of operations.

The prices of steel, iron ore, coking coal and scrap have been highly volatile in recent years. Volatility in steel and raw material prices can result from many factors including: trends in demand for iron ore in the steel industry itself, and particularly from Chinese steel producers (as the largest group of producers); industry structural factors (including the oligopolistic nature of the sea-borne iron ore industry and the fragmented nature of the steel industry); the expectation or imposition of corrective trade measures such as tariffs; massive stocking and destocking activities (sudden drops in prices can lead end-users to delay orders pushing prices down further); speculation; new laws or regulations; changes in the supply of iron ore, in particular due to new mines coming into operation; business continuity of suppliers; changes in pricing models or contract arrangements; expansion projects of suppliers; worldwide production, including interruptions thereof by suppliers; capacity-utilization rates; accidents or other similar events at suppliers’ premises or along the supply chain; wars, natural disasters, political disruption and other similar events; fluctuations in exchange rates; the bargaining power of raw material suppliers and the availability and cost of transportation.

As a producer and seller of steel, the Company is directly exposed to fluctuations in the market price for steel, iron ore, coking coal and other raw materials, energy and transportation. In particular, steel production consumes substantial amounts of raw materials including iron ore, coking coal and coke, and the production of direct reduced iron, the production of steel in

electric arc furnaces and the re-heating of steel involve the use of significant amounts of energy, making steel companies dependent on the price of and their reliable access to supplies of raw materials and energy. Although ArcelorMittal has substantial sources of iron ore and coal from its own mines (the Company's self-sufficiency rates were 49% for iron ore and 12% for PCI and coal in 2018), it nevertheless remains exposed to volatility in the supply and price of iron ore and coking coal given that it obtains a significant portion of such raw materials under supply contracts from third parties. For additional details on ArcelorMittal's raw materials supply and self-sufficiency, see "Item 4.B—Information on the Company—Business overview—Mining products—Other raw materials and energy" of the 2018 Form 20-F (incorporated by reference in this Base Prospectus).

Furthermore, while steel and raw material (in particular iron ore and coking coal) price trends have historically been correlated, a lack of correlation or an abnormal lag in the corollary relationship between raw material and steel prices may also occur and result in a "price-cost effect" in the steel industry. ArcelorMittal has experienced price-cost squeezes at various points in recent years and may continue to do so. In some of ArcelorMittal's segments, in particular Europe and NAFTA, there are several months between raw material purchases and sales of steel products incorporating those materials, rendering them particularly susceptible to price-cost effect. For example, coking coal sourced from Australia takes several weeks to reach Europe (e.g. ~4 weeks sailing time, plus loading/unloading time at ports), creating structural lag. Sudden spikes in raw materials, such as coking coal, have occurred in the past and may occur in the future. Because ArcelorMittal sources a substantial portion of its raw materials through long-term contracts with quarterly (or more frequent) formula-based or negotiated price adjustments and as a steel producer sells a substantial part of its steel products at spot prices, it faces the risk of adverse differentials between its own production costs, which are affected by global raw materials and scrap prices, on the one hand, and trends for steel prices in regional markets, on the other hand.

Another area of exposure to price volatility is transportation. Freight costs (i.e., shipping) are a substantial component of ArcelorMittal's cost of goods sold. In particular, if freight costs were to increase before iron ore or steel prices, this would directly and mechanically weigh on ArcelorMittal's profitability (although it would make imports less competitive).

Unfair trade practices in ArcelorMittal's home markets could negatively affect steel prices and reduce ArcelorMittal's profitability, while trade sanctions and barriers may have an adverse effect on ArcelorMittal's operations in various markets.

ArcelorMittal is exposed to the effects of "dumping" and other unfair trade and pricing practices by competitors. Moreover, government subsidization of the steel industry remains widespread in certain countries, particularly those with centrally-controlled economies such as China. In periods of lower global demand for steel, there is an increased risk of additional volumes of unfairly-traded steel exports into various markets, including North America and Europe and other markets such as South Africa, in which ArcelorMittal produces and sells its products.

Such imports have had and could in the future have the effect of further reducing prices and demand for ArcelorMittal's products.

Against this backdrop of increasing dumping and other unfair trade and pricing pressures, China is lobbying members of the World Trade Organization ("WTO") for immediate "Market Economy Status" ("MES") in light of the expiry on 11 December 2016 of certain protocols to its 2001 accession to the WTO. MES is a bilateral designation that is granted individually by a given country and can be made on the basis of a legal or political determination. Several countries, including several in markets in which ArcelorMittal operates, have already granted China MES. Disputes are ongoing before the WTO with respect to China's MES and the methodologies used to calculate dumping margins. No assurance can be given as to whether or when the U.S., Brazil or other countries will grant MES to China. A country's decision to grant MES to China or whether anti-dumping measures that have been adopted will withstand disputes could substantially reduce the anti-dumping duty margins that may be applied against China pursuant to the rules of WTO, which would encourage or at least fail to discourage China's exportation of unfairly traded steel products into several markets in which ArcelorMittal operates. See "Item 4.B—Information on the Company—Business overview—Foreign trade" and "—Government Regulations" of the 2018 Form 20-F (incorporated by reference in this Base Prospectus).

An increase in exports of low-cost steel products from developing countries, along with a lack of effective remedial trade policies, could depress steel prices in various markets globally, including in ArcelorMittal's key markets. Conversely, ArcelorMittal is exposed to the effects of trade sanctions, barriers and protectionist policies due to the global nature of its operations. Various countries have instituted, and may institute trade sanctions and barriers that could, depending on the nature of the measures adopted, adversely affect ArcelorMittal's business by limiting the Company's access to or competitiveness in steel markets. While such protectionist measures can help the producers in the adopting country, they may be ineffective, raise the risk of exports being directed to markets where no such measures are in place and/or result in retaliatory measures. For example, the adoption of protectionist measures in the United States in March 2018 in the form of Section 232 25% import tariffs on all steel product categories led to a surge of steel imports in other markets (for example, exports from Turkey in particular surged in Europe in the first half of 2018) and consequently provoked retaliatory safeguard measures by other countries (the European Commission, Turkey, Canada and the Eurasian Economic Union all adopted provisional safeguard measures in the form of tariff quotas on steel products during 2018). See "Item 4.B—Information on the Company—Business overview—Government Regulations—Foreign trade" of the 2018 Form 20-F (incorporated by reference in this Base Prospectus) for more information. With regard to ArcelorMittal in particular, the positive effect of the Section 232 tariffs in the United States in 2018 was partially offset by the negative effects on ArcelorMittal's exports from Canada and Mexico into the United States. While on 17 May 2019, the United States, Canada and Mexico reached an agreement to remove the 25% tariffs on aluminium and steel products, it remains unclear what impact these and other protectionist measures will have in 2019, whether they will be effective in increasing or maintaining steel prices in the adopting country or countries and whether they will have an overall negative impact on global macroeconomic conditions.

In February 2019, President Trump received from the US Department of Commerce the findings of another Section 232 investigation into whether imported vehicles pose a national security threat to the United States and, on 15 May 2019, the Trump administration announced its intention to defer a decision on whether to impose tariffs on cars and auto parts by up to six months. The imposition of such tariffs could weigh significantly on US demand for imported vehicles, particularly from Europe and hence on demand for steel from European auto manufacturers who are among ArcelorMittal Europe's principal clients. The overall adverse impact on ArcelorMittal would depend in part on the extent to which this decrease in demand is offset by an increase in demand from US auto manufacturer clients (who would benefit from the protectionist tariffs) as well as from ones based in Canada and Mexico (which countries would benefit under existing agreements from a partial exemption from such tariffs), all of which would benefit ArcelorMittal NAFTA's operations.

In addition, the Trump administration and the U.S. Congress may make substantial changes in legislation, regulation and government policy directly affecting ArcelorMittal's business or indirectly affecting the Company because of impacts on its customers and suppliers. In particular, the Company's exports from Canada or Mexico into the United States may be negatively affected by the implementation of the Trump administration's replacement of the NAFTA trade agreement with Canada and Mexico. More generally, actions further to President Trump's suggestions that he may seek to renegotiate other free trade agreements or withdraw the United States from the WTO could have an adverse effect on the Company's operations. All of the above, including escalating tariffs on steel imports or a more general trade war, pose a degree of uncertainty which could have a significant adverse effect on steel demand, ArcelorMittal's results of operations and global macroeconomic conditions generally.

Developments in the competitive environment in the steel industry could have an adverse effect on ArcelorMittal's competitive position and hence its business, financial condition, results of operations or prospects.

The markets in which steel companies operate are highly competitive. Competition—in the form of established producers expanding in new markets, smaller producers increasing production in anticipation of demand increases or amid recoveries, or exporters selling excess capacity from markets such as China—could cause ArcelorMittal to lose market share, increase expenditures or reduce pricing. Any of these developments could have a material adverse effect on its business, financial condition, results of operations or prospects.

Competition from other materials could reduce market prices and demand for steel products and thereby reduce ArcelorMittal's cash flows and profitability.

In many applications, steel competes with other materials that may be used as substitutes, such as aluminum, concrete, composites, glass, plastic and wood. In particular, as a result of increasingly stringent regulatory requirements, as well as developments in alternative materials, designers, engineers and industrial manufacturers, especially those in the automotive industry, are increasing their use of lighter weight and alternative materials, such as aluminum, composites and plastics in their products.

In the automotive area, ArcelorMittal has introduced new advanced high-strength steel products, such as Usibor® 2000, Ductibor® 1000 and Fortiform®, a new 3rd generation AHSS

for cold stamping, new engineering S-in motion® projects and a dedicated electric iCARE® range to respond to the shift toward electric cars. In the construction area, ArcelorMittal has launched Steligence®, a unique holistic commercial approach to serve this market with a complete set of products, services and solutions. See “Item 4.B—Information on the Company—Business overview—Competitive strengths— Sustainable development— Outcome 2: Products that accelerate more sustainable lifestyles” and “—Outcome 3: Products that create sustainable infrastructure” of the 2018 Form 20-F (incorporated by reference in this Base Prospectus). Despite these product innovations, a loss of market share to substitute materials, increased government regulatory initiatives favoring the use of alternative materials, as well as the development of additional new substitutes for steel products could significantly reduce market prices and demand for steel products and thereby reduce ArcelorMittal’s cash flows and profitability.

ArcelorMittal is subject to strict environmental laws and regulations that could give rise to a significant increase in costs and liabilities.

ArcelorMittal is subject to a broad range of environmental laws and regulations in each of the jurisdictions in which it operates. These laws and regulations impose increasingly stringent environmental protection standards regarding, among others, air emissions, wastewater storage, treatment and discharges, the use and handling of hazardous or toxic materials, waste disposal practices and the remediation of environmental contamination. The costs of complying with, and the imposition of liabilities pursuant to, environmental laws and regulations can be significant, and compliance with new and more stringent obligations may require additional capital expenditures or modifications in operating practices. Failure to comply can result in civil and or criminal penalties being imposed, the suspension of permits, requirements to curtail or suspend operations and lawsuits by third parties. Despite ArcelorMittal’s efforts to comply with environmental laws and regulations, environmental incidents or accidents may occur that negatively affect ArcelorMittal’s reputation or the operations of key facilities.

ArcelorMittal also incurs costs and liabilities associated with the assessment and remediation of contaminated sites. In addition to the impact on current facilities and operations, environmental remediation obligations can give rise to substantial liabilities in respect of divested assets and past activities. This may also be the case for acquisitions when liabilities for past acts or omissions are not adequately reflected in the terms and price of the acquisition. ArcelorMittal could become subject to further remediation obligations in the future, as additional contamination is discovered or cleanup standards become more stringent.

Costs and liabilities associated with mining activities include those resulting from tailings and sludge disposal, effluent management, and rehabilitation of land disturbed during mining processes. ArcelorMittal could become subject to unidentified liabilities in the future, such as those relating to uncontrolled tailings breaches or other future events or to underestimated emissions of polluting substances. For example, the failure of a tailings ponds dam at ArcelorMittal’s mines could cause significant damage, including death, injury and environmental harm. While the Company carries out assessments of its facilities, it cannot guarantee that failures or breaches of a tailings ponds dam will not occur in the future. For example, in February 2019, the Company decided to implement the evacuation plan related to its dormant Serra Azul tailing dam with a 5.8Mm3 tailings volume in Brazil, evacuating the

community situated downstream to the dam as a precautionary measure based on an updated site-based assessment following recent incidents in the Brazilian mining sector in order to undertake further testing and implement any necessary mitigation measures.

ArcelorMittal's operations may be located in areas where individuals or communities may regard its activities as having a detrimental effect on their natural environment and conditions of life. Any actions taken by such individuals or communities in response to such concerns could compromise ArcelorMittal's profitability or, in extreme cases, the viability of an operation or the development of new activities in the relevant region or country.

See "Item 4.B—Information on the Company—Business overview—Government regulations—Environmental laws and regulations" of the 2018 Form 20-F (incorporated by reference in this Base Prospectus) and note 8.3 to the 2018 Financial Statements (included in the 2018 Annual Report and incorporated by reference in this Base Prospectus)).

Laws and regulations restricting emissions of greenhouse gases could force ArcelorMittal to incur increased capital and operating costs and could have a material adverse effect on ArcelorMittal's results of operations and financial condition.

Compliance with new and more stringent environmental obligations relating to greenhouse gas emissions may require additional capital expenditures or modifications in operating practices, as well as additional reporting obligations. The integrated steel process involves carbon and creates carbon dioxide ("CO₂"), which distinguishes integrated steel producers from mini-mills and many other industries where CO₂ generation is primarily linked to energy use.

The EU has established greenhouse gas regulations and has revised its emission trading system for the period after 2020 in a manner that may require ArcelorMittal to incur additional costs to acquire emissions allowances. Delegated regulations in this regard are expected. In Kazakhstan, the government has installed a domestic trading system which currently is in a pilot phase but would be similar to the EU system. South Africa envisages to start with a CO₂ tax system in 2019. The United States required reporting of greenhouse gas emissions from certain large sources beginning in 2011. Although at the federal level the current administration is seeking to delay further regulation of greenhouse gas emissions, emissions trading regimes and other initiatives are continuing to be pursued at the state and regional level. Various regulations are in consideration or recently implemented in Argentina, Ukraine and Canada. Further measures may be enacted in the future.

In particular, in December 2015, the 195 countries participating in the United National Framework Convention on Climate Change reached an international agreement (the "Paris Agreement"). The Paris Agreement aims to implement the necessary drivers to achieve drastic reductions of carbon emissions. The Company takes this message seriously and investigates its possibilities to contribute to this by developing research and development programs, investigating its technical possibilities to reduce emissions (the Company's emission footprint in 2017 was approximately 200 million tonnes) and following the state of knowledge on climate change closely.

Such obligations, whether in the form of a national or international cap-and-trade emissions permit system, a carbon tax or acquisition of emission rights at market prices, emissions

controls, reporting requirements, or other regulatory initiatives, could have a negative effect on ArcelorMittal's production levels, income and cash flows. Such regulations could also have a negative effect on the Company's suppliers and customers, which could result in higher costs and lower sales. Moreover, the EU Commission's decision to further reduce the allocation of CO2 emission rights to companies could negatively impact the global steel industry, as the amount of such rights is currently at the edge of covering technically achievable operating conditions. CO2 emissions regulations have already resulted in increased costs in Europe, and ArcelorMittal expects costs will continue to increase with the implementation of Phase IV of the European Union's Emissions Trading Scheme ("ETS") starting in 2021.

Furthermore, many developing nations have not yet instituted significant greenhouse gas regulations, and the Paris Agreement specifically recognized that peaking of greenhouse gas emissions will occur later in developing countries. As the Paris Agreement recognizes that the Intended Nationally Determined Contributions ("INDC") for developing nations may be less stringent in light of different national circumstances, ArcelorMittal may be at a competitive disadvantage relative to steelmakers having more or all of their production in such countries. Depending on the extent of the difference between the requirements in developed regions (such as Europe) and developing regions (such as China or the CIS), this competitive disadvantage could be severe and render production in the developed region structurally unprofitable.

In addition, as regulators and investors increasingly focus on climate change issues, the Company is exposed to the risk of frameworks and regulations being adopted that are ill-adapted to its operations. For example, the most established framework for carbon pricing and emissions trading schemes is currently the European Union's ETS. The Company has highlighted the importance that a carbon border adjustment be included in order to avoid competitive distortions (i.e., European steel becoming overpriced due to European carbon policy, prompting the market to outsource its steel from other regions where carbon is less expensive). With respect to investors, the European Commission has presented a package of measures to implement key actions with respect to its sustainable finance plan, including a proposed regulation to create a unified classification system ("taxonomy") on what can be considered an environmentally sustainable economic activity, as a step in the efforts to channel investments into sustainable activities. If the metrics adopted in the taxonomy are not appropriate for the Company or if investors begin to view investments in steel and mining as undesirable, it may become more difficult and/or more expensive for the Company to obtain financing. While the Company has taken significant steps and continues to adapt its operations in light of climate change and the need for sustainability, such steps may not be in line with future frameworks or regulations or market views of investment suitability.

See "Item 4.B—Information on the Company—Business overview—Government regulations—Environmental laws and regulations" of the 2018 Form 20-F (incorporated by reference in this Base Prospectus) and note 8.3 to the 2018 Financial Statements (included in the 2018 Annual Report and incorporated by reference in this Base Prospectus).

ArcelorMittal is subject to stringent health and safety laws and regulations that give rise to significant costs and could give rise to significant liabilities and/or negatively impact ArcelorMittal's reputation.

ArcelorMittal is subject to a broad range of health and safety laws and regulations in each of the jurisdictions in which it operates. These laws and regulations, as interpreted by relevant agencies and the courts, impose increasingly stringent health and safety protection standards. The costs of complying with, and the imposition of liabilities pursuant to, health and safety laws and regulations could be significant, and failure to comply could result in the assessment of civil and criminal penalties, the suspension of permits or operations, and lawsuits by third parties. In addition, under certain circumstances authorities could require ArcelorMittal facilities to curtail or suspend operations based on health and safety concerns.

Despite ArcelorMittal's efforts to monitor and reduce accidents at its facilities (see "Item 4.B—Information on the Company—Business overview—Government regulations—Health and safety laws and regulations" of the 2018 Form 20-F (incorporated by reference in this Base Prospectus)), health and safety incidents do occur, some of which may result in costs and liabilities and negatively impact ArcelorMittal's reputation or the operations of the affected facility. Such accidents could include explosions or gas leaks, fires or collapses in underground mining operations, vehicular accidents, and other accidents involving mobile equipment, or exposure to radioactive or other potentially hazardous materials. Some of ArcelorMittal's industrial activities involve the use, storage and transport of dangerous chemicals and toxic substances, and ArcelorMittal is therefore subject to the risk of industrial accidents which could have significant adverse consequences for the Company's workers and facilities, as well as the environment. Such accidents could lead to production stoppages, loss of key personnel, the loss of key assets, or put at risk employees (and those of sub-contractors and suppliers) or persons living near affected sites.

See "Item 4.B—Information on the Company—Business overview—Government regulations—Environmental laws and regulations" of the 2018 Form 20-F (incorporated by reference in this Base Prospectus) and note 8.3 to the 2018 Financial Statements (included in the 2018 Annual Report and incorporated by reference in this Base Prospectus).

Risks Related to ArcelorMittal

ArcelorMittal has a substantial amount of indebtedness, which could make it more difficult or expensive to refinance its maturing debt, incur new debt and/or flexibly manage its business.

As of 31 December 2018, ArcelorMittal had total debt outstanding of \$12.5 billion (\$12.6 billion including debt classified as held for sale), including \$3.2 billion of short-term indebtedness (including payables to banks and the current portion of long-term debt) and \$9.3 billion of long-term indebtedness. As of 31 December 2018, ArcelorMittal had \$2.4 billion of cash and cash equivalents, including restricted cash of \$0.2 billion, and \$5.5 billion available to be drawn under existing credit facilities. The Company also relies on its true sale of receivables programs (\$5.0 billion of trade receivables sold and outstanding at 31 December 2018), as a way to manage its working capital cycle.

An increase in ArcelorMittal's level of debt outstanding could have adverse consequences, including impairing its ability to obtain additional financing for working capital, capital expenditures, acquisitions, general corporate purposes or other purposes, and limiting its flexibility to adjust to changing market conditions or withstand competitive pressures, resulting in greater vulnerability to a downturn in general economic conditions. Substantial increases in the Company's gearing could affect its ability to, and the conditions under which it might, access financial markets to refinance maturing debt on acceptable terms. ArcelorMittal's access to financial markets for refinancing also depends on the conditions in the global capital and credit markets, which are volatile. Under such circumstances as occurred during the 2008/2009 financial and economic crisis and again at the height of the eurozone sovereign debt crisis in 2012, the Company could experience difficulties in accessing the financial markets on acceptable terms or at all.

Moreover, ArcelorMittal could, in order to increase its financial flexibility and strengthen its balance sheet, implement capital raising measures such as equity offerings (as was done in May 2009, January 2013 and April 2016), which could (depending on how they are structured) dilute the interests of existing shareholders or require them to invest further funds to avoid such dilution. In addition, ArcelorMittal has undertaken and may undertake further asset disposals in order to reduce debt. These asset disposals are subject to execution risk and may fail to materialize, and the proceeds received from such disposals may not reflect values that management believes are achievable and/or cause substantial accounting losses (particularly if the disposals are done in difficult market conditions). In addition, to the extent that the asset disposals include the sale of all or part of core assets (including through an increase in the share of non-controlling interests), this could reduce ArcelorMittal's consolidated cash flows and/or the economic interest of ArcelorMittal shareholders in such assets, which may be cash-generative and profitable ones.

In addition, credit rating agencies could downgrade ArcelorMittal's ratings either due to factors specific to ArcelorMittal, a prolonged cyclical downturn in the steel industry and mining industries, macroeconomic trends (such as global or regional recessions) or trends in credit and capital markets more generally, and any future downgrades could lead to an increase in its cost of borrowing. The margin under ArcelorMittal's principal credit facilities and certain of its outstanding bonds is subject to adjustment in the event of a change in its long-term credit ratings, and downgrades that occurred in 2012 and 2015 resulted in increased interest expense.

ArcelorMittal's principal credit facilities contain restrictive covenants. These covenants limit, inter alia, encumbrances on the assets of ArcelorMittal and its subsidiaries, the ability of ArcelorMittal's subsidiaries to incur debt and the ability of ArcelorMittal and its subsidiaries to dispose of assets in certain circumstances. ArcelorMittal's principal credit facilities also include the following financial covenant: ArcelorMittal must ensure that the "Leverage Ratio", being the ratio of "Consolidated Total Net Borrowings" (consolidated total borrowings less consolidated cash and cash equivalents) to "Consolidated EBITDA" (the consolidated net pre-taxation profits of the ArcelorMittal group for a Measurement Period, subject to certain adjustments as defined in the facilities), at the end of each "Measurement Period" (each period of 12 months ending on the last day of a financial half-year or a financial year of ArcelorMittal), is not greater than a ratio of 4.25 to one. As of 31 December 2018, the Company was in compliance with the Leverage Ratio.

These restrictive and financial covenants could limit ArcelorMittal's operating and financial flexibility. Failure to comply with any covenant would enable the lenders to accelerate ArcelorMittal's repayment obligations. Moreover, ArcelorMittal's debt facilities have provisions whereby certain events relating to other borrowers within the ArcelorMittal group could, under certain circumstances, lead to acceleration of debt repayment under the credit facilities. Any invocation of these cross-acceleration clauses could cause some or all of the other debt to accelerate, creating liquidity pressures. In addition, the mere market perception of a potential breach of any financial covenant could have a negative impact on ArcelorMittal's ability to refinance its indebtedness on acceptable conditions.

Furthermore, some of ArcelorMittal's debt is subject to floating rates of interest and thereby exposes ArcelorMittal to interest rate risk (i.e., if interest rates rise, ArcelorMittal's debt service obligations on its floating rate indebtedness would increase). Depending on market conditions, ArcelorMittal from time to time uses interest-rate swaps or other financial instruments to hedge a portion of its interest rate exposure either from fixed to floating or from floating to fixed. ArcelorMittal had exposure to 83% of its long-term debt at fixed interest rates and 17% at floating rates as of 31 December 2018.

See "Item 5.B—Operating and financial review and prospects—Liquidity and capital resources" of the 2018 Form 20-F (incorporated by reference in this Base Prospectus).

ArcelorMittal's level of profitability and cash flow currently is and, depending on market and operating conditions, may in the future be, substantially affected by its ability to reduce costs and improve operating efficiency.

The steel industry has historically been cyclical, periodically experiencing difficult operating conditions. In light of this, ArcelorMittal has historically and increasingly in recent periods, taken initiatives to reduce its costs and increase its operating efficiency. These initiatives have included various asset optimization and other programs throughout the Company. The most recent of these programs is the Action 2020 plan announced in February 2016 that includes, among other aspects, several efficiency improvement initiatives. While the Company has partially implemented the plan across all segments, continued implementation of cost saving and efficiency improvement initiatives is subject to operational challenges and limitations. For example, the volume gains achieved in 2017 were reversed in 2018 due to operational disruptions. Failure to implement fully such initiatives would prevent the attainment of announced profitability or cash flow improvement targets, and more generally could have a material adverse effect on the Company's profitability and cash flow.

ArcelorMittal's mining operations are subject to risks associated with mining activities.

ArcelorMittal's mining operations are subject to the hazards and risks usually associated with the exploration, development and production of natural resources, any of which could result in production shortfalls or damage to persons or property. In particular, the hazards associated with open-pit mining operations include, among others:

- flooding of the open pit;
- collapse of the open-pit wall;

- accidents associated with the operation of large open-pit mining and rock transportation equipment;
- accidents associated with the preparation and ignition of large-scale open-pit blasting operations;
- production disruptions or difficulties associated with mining in extreme weather conditions;
- hazards associated with the disposal of mineralized waste water, such as groundwater and waterway contamination; and
- collapse of tailings ponds dams or dams.

Hazards associated with underground mining operations, of which ArcelorMittal has several, include, among others:

- underground fires and explosions, including those caused by flammable gas;
- gas and coal outbursts;
- cave-ins or falls of ground;
- discharges of gases and toxic chemicals;
- flooding;
- sinkhole formation and ground subsidence; and
- blasting, removing, and processing material from an underground mine.

ArcelorMittal is exposed to all of these hazards. The occurrence of any of the events listed above could delay production, increase production costs and result in death or injury to persons, damage to property and liability for ArcelorMittal, some or all of which may not be covered by insurance, as well as substantially harm ArcelorMittal's reputation, both as a company focused on ensuring the health and safety of its employees and more generally.

ArcelorMittal's reserve estimates may materially differ from mineral quantities that it may be able to actually recover; ArcelorMittal's estimates of mine life may prove inaccurate; and market price fluctuations and changes in operating and capital costs may render certain ore reserves uneconomical to mine.

ArcelorMittal's reported reserves are estimated quantities of the ore and metallurgical coal that it has determined can be economically mined and processed under present and anticipated conditions to extract their mineral content. There are numerous uncertainties inherent in estimating quantities of reserves and in projecting potential future rates of mineral production, including factors beyond ArcelorMittal's control. The process of estimating reserves involves estimating deposits of minerals that cannot be measured in an exact manner, and the accuracy of any reserve estimate is a function of the quality of available data, engineering and geological interpretation and judgment. As a result, no assurance can be given that the estimated amounts

of ore or coal will be recovered or that it will be recovered at the anticipated rates. Estimates may vary, and results of mining and production subsequent to the date of an estimate may lead to revisions of estimates. Reserve estimates and estimates of mine life may require revisions based on actual market conditions, production experience and other factors. Fluctuations in the market prices of minerals and metals, reduced recovery rates or increased operating and capital costs due to inflation, exchange rates, mining duties, changes in regulatory requirements or other factors may render proven and probable reserves uneconomic to exploit and may ultimately result in a revision of reserves. In particular, a prolonged period of low prices or other indicators could lead to a review of the Group's reserves. Such review would reflect the Company's view based on estimates, assumptions and judgments and could result in a reduction in the Group's reported reserves. The Group's reserve estimates reported in the 2018 Form 20-F do not exceed the quantities that the Company estimates could be extracted economically if future prices were at similar levels to the average contracted price for the three years ended 31 December 2018. As a result, if the average contracted prices decline in 2019, in particular to near or below the low levels seen in the fourth quarter of 2015 and in the first half of 2016, the Company's estimates of its reserves at year-end 2019 may decline.

In addition, substantial time and expenditures are required to:

- establish mineral reserves through drilling;
- determine appropriate mining and metallurgical processes for optimizing the recovery of saleable product from iron ore and coal reserves;
- obtain environmental and other licenses or securing surface rights with local communities;
- construct mining and processing facilities and the infrastructure required for greenfield properties;
- extract the saleable products from the mined iron ore or coal; and
- maintain the appropriate blend of ore to ensure the final product qualities expected by the customer are achieved.

If a project proves not to be economically feasible by the time ArcelorMittal is able to exploit it, ArcelorMittal may incur substantial losses and be obliged to recognize impairments. In addition, potential changes or complications involving metallurgical and other technological processes that arise during the life of a project may result in delays and cost overruns that may render the project not economically feasible.

ArcelorMittal faces rising extraction costs over time as reserves deplete.

Reserves are gradually depleted in the ordinary course of a given mining operation. As mining progresses, distances to the primary crusher and to waste deposits become longer, pits become

steeper and underground operations become deeper. As a result, ArcelorMittal usually experiences rising unit extraction costs over time with respect to each of its mines.

ArcelorMittal has incurred and may incur in the future operating costs when production capacity is idled or increased costs to resume production at idled facilities.

ArcelorMittal's decisions about which facilities to operate and at which levels are made based upon customers' orders for products as well as the capabilities and cost performance of the Company's facilities. Considering temporary or structural overcapacity in the current market situation, production operations are concentrated at several plant locations and certain facilities are idled in response to customer demand, although operating costs are still incurred at such idled facilities. When idled facilities are restarted, ArcelorMittal incurs costs to replenish raw material inventories, prepare the previously idled facilities for operation, perform the required repair and maintenance activities and prepare employees to return to work safely and resume production responsibilities. Such costs could have an adverse effect on its results of operations or financial condition.

ArcelorMittal has grown through acquisitions and may continue to do so. Failure to manage external growth and difficulties completing planned acquisitions or integrating acquired companies could harm ArcelorMittal's future results of operations, financial condition and prospects.

The Company was formed and subsequently grew through mergers and acquisitions. After curtailing its large-scale M&A activity for several years following the 2008 financial crisis, it has made several large acquisitions in recent years, including its acquisition (via a joint venture) of Calvert in 2014, its acquisition of Votorantim in 2018 and its acquisition of Ilva S.p.A. and certain of its subsidiaries ("Ilva"), Europe's largest single steel site and only integrated steelmaker in Italy, also in 2018.

To the extent ArcelorMittal continues to pursue significant acquisitions, financing of such acquisitions may (depending on the structure) result in increased debt, leverage and gearing. Acquisitions also entail increased operating costs, as well as greater allocation of management resources away from daily operations. Managing acquisitions requires the continued development of ArcelorMittal's financial and management information control systems, the integration of acquired assets with existing operations, the adoption of manufacturing best practices, handling any labor disruptions that may arise, attracting and retaining qualified management and personnel (particularly to work at more remote sites where there is a shortage of skilled personnel) as well as the continued training and supervision of such personnel, and the ability to manage the risks and liabilities associated with the acquired businesses. Failure to manage acquisitions could have a material adverse effect on ArcelorMittal's business, financial condition, results of operations or prospects.

ArcelorMittal may fail to implement its strategy with respect to Ilva.

The Company may encounter difficulties in integrating Ilva or in implementing its strategy with respect to Ilva. In particular, ArcelorMittal is implementing a major improvements project involving substantial capital expenditures designed to bring Ilva up to and beyond EU environmental standards, to improve the operational performance of Ilva's assets, to rebuild

client confidence and to integrate Ilva's personnel and apply the Company's best practices and expertise. There is no guarantee that the Company will be successful in implementing its strategy or in realizing the expected benefits of the acquisition in full or at all.

ArcelorMittal faces risks associated with its proposed acquisition, via a joint venture, of Essar Steel India Limited.

As discussed in "Item 4.A—Information on the Company—History and development of the Company—Key transactions and events in 2018," of the 2018 Form 20-F (incorporated by reference in this Base Prospectus), ArcelorMittal is in the process of acquiring, via a joint venture with Nippon Steel Corporation ("NSC"), Essar Steel India Limited ("ESIL") in a bankruptcy resolution process. The joint venture's proposal, set out in a resolution plan (the "Resolution Plan") detailing among other things the amount to be paid to existing creditors and towards capital infusion (totaling \$6.8 billion and including approximately \$340 million of guaranteed working capital adjustment) and the improvements and related capital expenditures (totaling \$2.8 billion) to be made over the medium-term, has been approved by the creditors' committee and the National Company Law Tribunal, subject to the creditors' committee reconsidering the distribution of funds between operational and financial creditors of ESIL. The Company provided a \$567 million performance guarantee in connection with the execution of the Resolution Plan. Initial financing for the debt repayment and equity infusion has been secured through a \$7 billion term facility (or "bridge financing") agreement.

Should the Resolution Plan be implemented, as is currently expected, it would subject ArcelorMittal to various risks. On the operational front, the industrial project to turnaround ESIL and further improve operational profitability is large-scale and ambitious. While ArcelorMittal has substantial experience in turnaround situations, the scale of this one is particularly large and it is the Company's inaugural large-scale acquisition in India, an emerging market. In addition, ESIL's assets do not include certain assets that are ancillary to the steel plant, such as power plants and port facilities. The joint venture partners are assessing various options to secure the availability of such assets following completion of the acquisition of ESIL, including additional acquisitions that would likely be financed in a manner similar to that of the ESIL acquisition and subject the Company to similar risks. Capital expenditure in excess of budgeted amounts, delays and difficulties in achieving commercial objectives therefore cannot be ruled out. The risks in this respect are compounded to an extent by the fact that ESIL is emerging from bankruptcy (meaning, among other things, that maintenance capital expenditures were deferred) and it will be owned and operated by a joint venture with attendant risks around strategic alignment, potential discord and deadlock. On the financial front, there are uncertainties and risks in respect of ArcelorMittal's exposure (via equity investment in the joint venture and possible guarantee of the joint venture's debt). While ArcelorMittal and NSC currently expect to finance the joint venture through a combination of partnership equity (one-third) and debt (two-thirds), the exact ratio has not yet been determined, and the nature of the long-term debt financing of the joint venture has not yet been defined (including, whether and/or what amounts will be guaranteed by ArcelorMittal and NSC). Pending the implementation of long-term financing, ArcelorMittal will guarantee any amounts drawn by the joint venture under the bridge financing.

ArcelorMittal's greenfield and brownfield investment projects are inherently subject to financing, execution and completion risks.

The Company has announced a number of greenfield or brownfield development projects, in addition to Ilva and ESIL, some of which are or may be ongoing. See “Item 4.D—Information on the Company—Property, plant and equipment—Capital expenditure projects—Updates on previously announced investment projects” of the 2018 Form 20-F (incorporated by reference in this Base Prospectus) for further information on projects the Company has announced. To the extent these projects go forward, they would entail substantial capital expenditures, and their timely completion and successful operation may be affected by factors beyond the control of ArcelorMittal. These factors include receiving financing on reasonable terms, obtaining or renewing required regulatory approvals and licenses, securing and maintaining adequate property rights to land and mineral resources, local opposition to land acquisition or project development, managing relationships with or obtaining consents from other shareholders, revision of economic viability projections, demand for the Company's products, local environmental or health-related conditions, and general economic conditions. Any of these factors may cause the Company to delay, modify or forego some or all aspects of its development projects. The Company cannot guarantee that it will be able to execute its greenfield or brownfield development projects, and to the extent that they proceed, that it will be able to complete them on schedule, within budget, or achieve an adequate return on its investment. Conversely, should the Company decide to postpone or cancel development projects, it could incur various negative consequences such as litigation or impairment charges.

ArcelorMittal faces risks associated with its investments in joint ventures and associates.

ArcelorMittal has investments in various joint ventures and associates. See note 2.4 to the 2018 Financial Statements (included in the 2018 Annual Report and incorporated by reference in this Base Prospectus). Joint ventures and associates may be managed and controlled by joint venture or controlling partners that may not fully comply with ArcelorMittal's standards, controls and procedures, including ArcelorMittal's health, safety, environment and community standards, which could lead to higher costs, reduced production or environmental, health and safety incidents or accidents, which could adversely affect ArcelorMittal's results and reputation. Joint ventures are also subject to the risk of dead-lock and/or coordination issues affecting the implementation of strategy.

In addition, certain of these joint ventures and associates are currently experiencing, or may in the future experience, difficult operating conditions and/or incur losses. Difficult operating conditions in joint ventures and associates in which ArcelorMittal has invested may expose it to loss of its investment, requirements for additional investments or calls on guarantees. For example, ArcelorMittal's joint venture Al Jubail's financial situation has been negatively impacted by a slower than expected ramp-up of operations and may require further funding. ArcelorMittal has provided shareholder loans to assist with funding and additional equity funding is expected from the other partners. ArcelorMittal's loans and receivables to the joint venture were \$163 million at 31 December 2018 after recognition of its share in net losses. The Company has also guaranteed \$397 million of Al Jubail's external debt. Due to the failure of other shareholders to provide requisite equity funding by 31 December 2018, the joint venture's indebtedness became technically in default as of such date. ArcelorMittal's guarantee of such

indebtedness has not been called by the lenders, and ArcelorMittal does not currently expect it to be called. ArcelorMittal is working with the other shareholders in the joint venture to resolve the situation through their contribution of the requisite equity and currently expects the technical default to be cured in the near term. The technical default relates only to the indebtedness of the joint venture and is not expected to affect the availability or maturity of any borrowings of ArcelorMittal. As of 31 December 2018, ArcelorMittal had given \$1.1 billion in guarantees on behalf of other associates and joint ventures including \$348 million issued on behalf of Calvert and the above mentioned Al Jubail guarantee. See notes 2.4.1, 2.4.2 and 8.3 to the 2018 Financial Statements (included in the 2018 Annual Report and incorporated by reference in this Base Prospectus).

ArcelorMittal's investments in joint ventures and associates may also result in impairments. For example, in 2015, the Company recorded an impairment charge of \$283 million in respect of its joint venture investment in Kalagadi Manganese (Proprietary) Ltd. In May 2018, the Company announced the sale of its 50% shareholding in its joint venture investment in Macsteel Holdings Luxembourg S.à. r.l. and recorded an impairment of \$132 million to adjust the carrying amount of the investment to the expected sale proceeds. As of 31 December 2018, ArcelorMittal's investments accounted for under the equity method had a book value of \$4.9 billion, including DHS Group (\$1,015 million), China Oriental (\$952 million), Gonvarri (\$524 million) and Baffinland (\$380 million).

The Significant Shareholder has the ability to exercise significant influence over the outcome of shareholder votes.

As of 31 December 2018, a trust (HSBC Trustee (C.I.) Limited, as trustee), of which Mr. Lakshmi N. Mittal, Mrs. Usha Mittal and their children are the beneficiaries (referred to as the "Significant Shareholder"), beneficially owned (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended) shares amounting (when aggregated with ordinary shares of ArcelorMittal and options to acquire ordinary shares held directly by Mr. and Mrs. Mittal) to 382,297,751 shares, representing 37.41% of ArcelorMittal's outstanding shares. See "Item 7.A—Major shareholders and related party transactions—Major shareholders" of the 2018 Form 20-F (incorporated by reference in this Base Prospectus). As a result, the Significant Shareholder has the ability to significantly influence the decisions adopted at the ArcelorMittal general meetings of shareholders, including matters involving mergers or other business combinations, the acquisition or disposition of assets, issuances of equity and the incurrence of indebtedness. The Significant Shareholder also has the ability to significantly influence a change of control of ArcelorMittal.

The loss or diminution of the services of the Chairman of the Board of Directors and Chief Executive Officer of ArcelorMittal could have an adverse effect on its business and prospects.

The Chairman of the Board of Directors and Chief Executive Officer of ArcelorMittal, Mr. Lakshmi N. Mittal, has for over 30 years contributed significantly to shaping and implementing the business strategy of Mittal Steel and subsequently ArcelorMittal. His strategic vision was instrumental in the creation of the world's largest and most global steel group. The loss or any diminution of the services of the Chairman of the Board of Directors and Chief Executive

Officer could have an adverse effect on ArcelorMittal's business and prospects. ArcelorMittal does not maintain key person life insurance on its Chairman of the Board of Directors and Chief Executive Officer.

ArcelorMittal is a holding company that depends on the earnings and cash flows of its operating subsidiaries, which may not be sufficient to meet future operational needs or for shareholder distributions, and loss-making subsidiaries may drain cash flow necessary for such needs or distributions.

As a holding company, ArcelorMittal is dependent on the earnings and cash flows of, and dividends and distributions from, its operating subsidiaries to pay expenses, meet its debt service obligations, pay any cash dividends or distributions on its ordinary shares or conduct share buy-backs. Significant cash or cash equivalent balances may be held from time to time at the Company's international operating subsidiaries, including in particular those in France and the United States, where the Company maintains cash management systems under which most of its cash and cash equivalents are centralized, and in Brazil, Canada, India, Kazakhstan, South Africa and Ukraine. Some of these operating subsidiaries have debt outstanding or are subject to acquisition agreements that impose restrictions on such operating subsidiaries' ability to pay dividends, but such restrictions are not significant in the context of ArcelorMittal's overall liquidity. These subsidiaries may also experience operating difficulties that impact their cash flows. ArcelorMittal South Africa, for example, has been experiencing significant difficulties in recent years. In order to decrease its significant outstanding debt, in January 2016, ArcelorMittal South Africa conducted a rights offering entirely underwritten by ArcelorMittal that resulted, via the repayment of an intragroup loan of R3.2 billion (R2.7 billion or \$0.2 billion outstanding as of 31 December 2018) and an additional cash injection by ArcelorMittal of approximately R460 million, in ArcelorMittal's shareholding in ArcelorMittal South Africa increasing from 52% to 71% (see note 2.2.1 to the 2018 Financial Statements (included in the 2018 Annual Report and incorporated by reference in this Base Prospectus)).

Repatriation of funds from operating subsidiaries may also be affected by tax and foreign exchange policies in place from time to time in the various countries where the Company operates, though none of these policies are currently significant in the context of ArcelorMittal's overall liquidity. Under the laws of Luxembourg, ArcelorMittal will be able to pay dividends or distributions only to the extent that it is entitled to receive cash dividend distributions from its subsidiaries, recognize gains from the sale of its assets or record share premium from the issuance of shares.

If the earnings and cash flows of its operating subsidiaries are substantially reduced, ArcelorMittal may not be in a position to meet its operational needs or to make shareholder distributions in line with announced proposals.

Changes in assumptions underlying the carrying value of certain assets, including as a result of adverse market conditions, could result in the impairment of such assets, including intangible assets such as goodwill.

At each reporting date, in accordance with the Company's accounting policy described in note 5.3 to the 2018 Financial Statements (included in the 2018 Annual Report and incorporated by reference in this Base Prospectus), ArcelorMittal reviews the carrying amounts of its tangible

and intangible assets (goodwill is reviewed annually or whenever changes in circumstances indicate that the carrying amount may not be recoverable) to determine whether there is any indication that the carrying amount of those assets may not be recoverable through continuing use. If any such indication exists, the recoverable amount of the asset (or cash generating unit) is reviewed in order to determine the amount of the impairment, if any.

If certain of management's estimates change during a given period, such as the discount rate, capital expenditures, expected changes to average selling prices, growth rates, shipments and direct costs, the estimate of the recoverable amount of goodwill or the asset could fall significantly and result in impairment. While impairment does not affect reported cash flows, the decrease of the estimated recoverable amount and the related non-cash charge in the consolidated statements of operations could have a material adverse effect on ArcelorMittal's results of operations. For example, in 2017 and 2016, the Company recorded impairment charges as a result of the annual impairment test of \$160 million and \$156 million, respectively, related to tangible assets in the ACIS segment. The Company also recognizes impairment in connection with intended sales, when the carrying amount of the disposal group is higher than the fair value less cost to sell. In this context, in 2018, the Company recognized a total impairment charge of \$994 million including \$888 million in connection with the intended sale of the Ilva remedies and \$86 million in relation to the sale of the Votorantim remedies. The Company also recognized an additional \$150 million impairment charge in connection with the Ilva remedies in the first quarter of 2019. Following these impairment charges, substantial amounts of goodwill, tangible and intangible assets remain recorded on its balance sheet (there was \$5 billion of goodwill for the Company, \$3.4 billion of tangible assets and \$0.8 billion of goodwill for ACIS on the balance sheet at 31 December 2018). No assurance can be given as to the absence of significant further impairment losses in future periods, particularly if market conditions deteriorate.

ArcelorMittal's ability to fully utilize its recognized deferred tax assets depends on its profitability and future cash flows.

At 31 December 2018, ArcelorMittal had \$8.3 billion recorded as deferred tax assets on its consolidated statements of financial position, of which \$1.4 billion was recorded in 2018 primarily due to the expectation of higher future profits mainly in Luxembourg, including the impact of the share capital conversion. Following the approval of the extraordinary general meeting held on 16 May 2018 to change the share capital of ArcelorMittal S.A. from euro to U.S. dollar, the parent company will file consolidated tax returns in U.S. dollars for the main Luxembourg tax integration going forward, and the related euro denominated tax losses and deferred tax asset were translated into U.S. dollars effective as of 1 January 2018. The deferred tax assets can be utilized only if, and only to the extent that, ArcelorMittal's operating subsidiaries generate adequate levels of taxable income in future periods to offset the tax loss carry forwards and reverse the temporary differences prior to expiration. At 31 December 2018, the amount of future income required to recover ArcelorMittal's deferred tax assets of \$8.3 billion was at least \$32 billion at certain operating subsidiaries.

ArcelorMittal's ability to generate taxable income is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond its control. If ArcelorMittal generates lower taxable income than the amount it has assumed in determining

its deferred tax assets, then the value of deferred tax assets will be reduced. In addition, assumptions regarding the future recoverability of deferred tax assets depend on management's estimates of future taxable income in accordance with the tax laws applicable to ArcelorMittal's subsidiaries in the countries in which they operate. If in the course of its assessments management determines that the carrying amount of any of its deferred tax assets may not be recoverable pursuant to such prevailing tax laws, the recoverable amount of such deferred tax assets may be impaired.

The Company's investment projects may add to its financing requirements and adversely affect its cash flows and results of operations.

The steelmaking and mining businesses are capital intensive requiring substantial ongoing maintenance capital expenditure. In addition, ArcelorMittal has announced significant investment projects in the past and some are or may be ongoing. See "Item 4.D—Information on the Company—Property, plant and equipment—Capital expenditure projects", "Item 5.F—Operating and financial review and prospects—Tabular disclosure of contractual obligations" of the 2018 Form 20-F (incorporated by reference in this Base Prospectus) and note 8.4 to the 2018 Financial Statements (included in the 2018 Annual Report and incorporated by reference in this Base Prospectus). ArcelorMittal expects to fund these capital expenditures primarily through internal sources. Such sources may not suffice, however, depending on the amount of internally generated cash flows and other uses of cash, which may require ArcelorMittal to choose between incurring external financing, further increasing the Company's level of indebtedness, or foregoing investments in projects targeted for profitable growth.

Underfunding of pension and other post-retirement benefit plans at some of ArcelorMittal's operating subsidiaries could require the Company to make substantial cash contributions to pension plans or to pay for employee healthcare, which may reduce the cash available for ArcelorMittal's business.

ArcelorMittal's principal operating subsidiaries in Brazil, Canada, Europe, South Africa and the United States provide defined benefit pension and other post-retirement benefit plans to their employees. Some of these plans are currently underfunded, see note 7.2 to the 2018 Financial Statements (included in the 2018 Annual Report and incorporated by reference in this Base Prospectus) for the total value of plan assets and any deficit.

ArcelorMittal's funding obligations depend upon future asset performance, which is tied to equity and debt markets to a substantial extent, the level of interest rates used to discount future liabilities, actuarial assumptions and experience, benefit plan changes and government regulation. Because of the large number of variables that determine pension funding requirements, which are difficult to predict, as well as any legislative action, future cash funding requirements for ArcelorMittal's pension plans and other post-employment benefit plans could be significantly higher than current estimates. Increases in the general life expectancy assumption have contributed to increases in the defined benefit obligation. ArcelorMittal also makes contributions to a multi-employer pension plan in the U.S. (the Steelworkers Pension Trust) for which it is one of the largest employers. If the other contributors were to default on their obligations, ArcelorMittal would become liable for the plan. In these circumstances,

funding requirements could have a material adverse effect on ArcelorMittal's business, financial condition, results of operations or prospects.

ArcelorMittal could experience labor disputes that may disrupt its operations and its relationships with its customers and its ability to rationalize operations and reduce labor costs in certain markets may be limited in practice or encounter implementation difficulties.

A majority of the employees of ArcelorMittal and of its contractors are represented by labor unions and are covered by collective bargaining or similar agreements, which are subject to periodic renegotiation. Strikes or work stoppages could occur prior to, or during, negotiations preceding new collective bargaining agreements, during wage and benefits negotiations or during other periods for other reasons, in particular in connection with any announced intentions to adapt the footprint. ArcelorMittal may experience strikes and work stoppages at various facilities. Prolonged strikes or work stoppages, which may increase in their severity and frequency, may have an adverse effect on the operations and financial results of ArcelorMittal. The risk of strikes and work stoppages is particularly acute during collective bargaining agreement negotiations. For example, in 2017, there was a 72-hour strike notice given at ArcelorMittal Mont Wright (an iron ore mine in Northern Quebec) after the Company's contract offer was rejected. In 2018, workers at ArcelorMittal Liberia went on strike two times for a duration of 5 days in connection with an inter-union dispute and employee demands and, in May 2018, workers in the railway division of the Company's Kryvyi Rih steel mill in Ukraine went on strike for 4 days to demand higher wages. In the U.S. in September 2018, the United Steelworkers Union authorized a strike after the Company and the Union were unable to reach an agreement prior to the expiration of the existing contract. The parties eventually concluded and ratified a labor agreement on 29 November 2018, without a strike being reported.

Faced with temporary or structural overcapacity in various markets, particularly developed ones, ArcelorMittal has in the past sought and may in the future seek to rationalize operations through temporary or permanent idling and/or closure of plants. For example, on 6 May 2019, ArcelorMittal announced the temporary reduction of annualised European primary steelmaking production by three million tonnes. These initiatives have in the past and may in the future lead to protracted labor disputes and political controversy.

ArcelorMittal is subject to economic policy, political, social and legal risks and uncertainties in the emerging markets in which it operates or proposes to operate, and these uncertainties may have a material adverse effect on ArcelorMittal's business, financial condition, results of operations or prospects.

ArcelorMittal operates, or proposes to operate, in a large number of emerging markets. In recent years, many of these countries have implemented measures aimed at improving the business environment and providing a stable platform for economic development. ArcelorMittal's business strategy has been developed partly on the assumption that this modernization, restructuring and upgrading of the business climate and physical infrastructure will continue, but this cannot be guaranteed. Any slowdown in the development of these economies could have a material adverse effect on ArcelorMittal's business, financial condition, results of operations or prospects, as could insufficient investment by government agencies or the private

sector in physical infrastructure. For example, the failure of a country to develop reliable electricity and natural gas supplies and networks, and any resulting shortages or rationing, could lead to disruptions in ArcelorMittal's production.

Moreover, some of the countries in which ArcelorMittal operates have been undergoing substantial political transformations from centrally-controlled command economies to market-oriented systems or from authoritarian regimes to democratically-elected governments and vice-versa. Political, economic and legal reforms necessary to complete such transformation may not progress sufficiently. On occasion, ethnic, religious, historical and other divisions have given rise to tensions and, in certain cases, wide-scale civil disturbances and military conflict. The political systems in these countries are vulnerable to their populations' dissatisfaction with their government, reforms or the lack thereof, social and ethnic unrest and changes in governmental policies, any of which could have a material adverse effect on ArcelorMittal's business, financial condition, results of operations or prospects and its ability to continue to do business in these countries. For example, in Ukraine, political unrest and intermittent combats between the Ukrainian army and pro-Russian rebels in the Donbass region have occurred since Russia's purported annexation of Crimea in March 2014. In addition, certain of ArcelorMittal's operations are also located in areas where acute drug-related violence (including executions and kidnappings of non-gang civilians) occurs and the largest drug cartels operate, such as the states of Michoacan, Sinaloa and Sonora in Mexico.

Certain emerging markets where ArcelorMittal has operations have experienced or are experiencing particularly difficult operating conditions. Brazil, for example, is emerging from a period of severe recession and political uncertainty. South Africa entered a recession in the second quarter of 2018, and prior to this recession, the South African steel and mining industries have been subject to a challenging operating environment characterized by lower local demand, increased cheap imports and higher costs, resulting in losses in recent years for ArcelorMittal South Africa.

In addition, epidemics may affect ArcelorMittal's operations in certain regions. For example, ArcelorMittal operates in Liberia, which underwent an Ebola virus disease epidemic in 2014 and 2015. This affected ArcelorMittal's operations and projects in Liberia. There can be no assurance that other epidemics will not adversely affect ArcelorMittal's ongoing operations, production targets and expansion plans, if any, in other markets in which it operates.

In addition, the legal systems in some of the countries in which ArcelorMittal operates remain less than fully developed, particularly with respect to the independence of the judiciary, property rights, the protection of foreign investment and bankruptcy proceedings, generally resulting in a lower level of legal certainty or security for foreign investment than in more developed countries. ArcelorMittal may encounter difficulties in enforcing court judgments or arbitral awards in some countries in which it operates because, among other reasons, those countries may not be parties to treaties that recognize the mutual enforcement of court judgments. Assets in certain countries where ArcelorMittal operates could also be at risk of expropriation or nationalization, and compensation for such assets may be below fair value. For example, the Venezuelan government has implemented a number of selective nationalizations of companies operating in the country to date. Although ArcelorMittal believes that the long-term growth potential in emerging markets is strong, and intends them to be the focus of the

majority of its near-term growth capital expenditures, legal obstacles could have a material adverse effect on the implementation of ArcelorMittal's growth plans and its operations in such countries.

ArcelorMittal's results of operations could be affected by fluctuations in foreign exchange rates, particularly the euro to U.S. dollar exchange rate, as well as by exchange controls imposed by governmental authorities in the countries where it operates.

ArcelorMittal operates and sells products globally and as a result, its business, financial condition, results of operations or prospects could be adversely affected by fluctuations in exchange rates. A substantial portion of ArcelorMittal's assets, liabilities, operating costs, sales and earnings are denominated in currencies other than the U.S. dollar (ArcelorMittal's reporting currency). Accordingly, its results of operations are subject to translation risk (i.e., the USD value of the revenues and profits generated in other currencies and its debt denominated in other currencies) and transaction risk (i.e., a mismatch between the currency of costs and revenues). Foreign exchange losses for the year ended 31 December 2018 were \$235 million, primarily related to the effect of the depreciation of the U.S. dollar against the euro on the Company's euro denominated debt in the first quarter of 2018. As of 1 April 2018, the Company's statement of operations no longer includes foreign exchange exposure on the euro

denominated debt following the designation of the euro denominated debt as a hedge of certain euro denominated net investments in foreign operations. See note 6.3 to ArcelorMittal's 2018 Financial Statements (included in the 2018 Annual Report and incorporated by reference in this Base Prospectus).

Moreover, ArcelorMittal operates in several countries whose currencies are, or have in the past been, subject to limitations imposed by those countries' central banks, or which have experienced sudden and significant devaluations. In emerging countries where ArcelorMittal has operations and/or generates substantial revenue, such as Argentina, Brazil, Venezuela, Kazakhstan and Ukraine, the risk of significant currency devaluation is high. For example, the Argentinian peso substantially depreciated during the third quarter of 2018 versus the U.S. dollar. and the three-year cumulative inflation rate has exceeded 100% causing Argentina to be now considered as a hyperinflationary economy.

Currency devaluations, the imposition of new exchange controls or other similar restrictions on currency convertibility, or the tightening of existing controls in the countries in which ArcelorMittal operates could adversely affect its business, financial condition, results of operations or prospects. See "Item 4.B—Information on the Company—Business overview—Government regulations—Key currency regulations and exchange controls" and "Item 5.B—Operating and Financial Review and Prospects—Impact of Exchange Rate Movements" of the 2018 Form 20-F (incorporated by reference in this Base Prospectus).

Disruptions to ArcelorMittal's manufacturing processes could adversely affect its operations, customer service levels and financial results.

Steel manufacturing processes are dependent on critical steel-making equipment, such as furnaces, continuous casters, rolling mills and electrical equipment (such as transformers), and such equipment may incur downtime as a result of unanticipated failures or other events, such

as fires, explosions or furnace breakdowns. ArcelorMittal's manufacturing plants have experienced, and may in the future experience, plant shutdowns or periods of reduced production as a result of such equipment failures or other events, one example being the collapse of the oxygen and nitrogen pipelines in November 2018 at ArcelorMittal Temirtau or the fire in a conveyor belt of the coke plant in ArcelorMittal Asturias in Aviles in October 2018. Overall, in 2018, unanticipated operational disruptions reduced steel shipments by approximately 2.5 million tonnes. To the extent that lost production as a result of such a disruption cannot be compensated for by unaffected facilities, such disruptions could have an adverse effect on ArcelorMittal's operations, customer service levels and results of operations.

Natural disasters or severe weather conditions could damage ArcelorMittal's production facilities or adversely affect its operations.

Natural disasters could significantly damage ArcelorMittal's production facilities and general infrastructure. For example, ArcelorMittal Mexico's production facilities located in Lázaro Cárdenas, Michoacán, Mexico are located in or close to areas prone to earthquakes. The Lázaro Cárdenas area has, in addition, been subject to a number of tsunamis in the past. The site of the joint venture AM/NS Calvert ("Calvert") in the United States is located in an area subject to tornados and hurricanes. ArcelorMittal also has assets in locations subject to bush fires, specifically in Kazakhstan and South Africa, and to Arctic freeze. More generally, changing weather patterns and climatic conditions in recent years, possibly due to the phenomenon of global warming, have added to the unpredictability and frequency of natural disasters. Damage to ArcelorMittal production facilities due to natural disasters could, to the extent that lost production cannot be compensated for by unaffected facilities, adversely affect its business, results of operations or financial condition.

In addition to natural disasters, ArcelorMittal's operations can be affected by severe weather conditions. This is due in particular to the long supply chain for certain of its operations and the location of certain operations in areas subject to harsh winter conditions (i.e., the Great Lakes Region, Canada and Kazakhstan). However, other weather events can affect ArcelorMittal's plants like the unusually long period of drought in South Africa, leading to a water crisis situation in April 2018, which threatened the operations of ArcelorMittal Saldanha, and in Brazil, which has experienced a water crisis for the last few years that directly affects industrial production of ArcelorMittal Tubarão. Flooding also affected ArcelorMittal's operations at ArcelorMittal Asturias in Aviles, Spain in June 2018. Heavy rains during the wet season in Liberia may also cause handling and logistic constraints, as occurred in the third quarter of 2018, impacting shipment volumes.

ArcelorMittal's insurance policies provide limited coverage, potentially leaving it uninsured against some business risks.

The occurrence of an event that is uninsurable or not fully insured could have a material adverse effect on ArcelorMittal's business, financial condition, results of operations or prospects. ArcelorMittal maintains insurance on property and equipment in amounts believed to be consistent with industry practices, but it is not fully insured against all such risks. ArcelorMittal's insurance policies cover physical loss or damage to its property and equipment on a reinstatement basis as arising from a number of specified risks and certain consequential

losses, including business interruption arising from the occurrence of an insured event under the policies. Under ArcelorMittal's property and equipment policies, damages and losses caused by certain natural disasters, such as earthquakes, floods and windstorms, are also covered.

ArcelorMittal also purchases worldwide third-party public and product liability insurance coverage for all of its subsidiaries. Various other types of insurance are also maintained, such as comprehensive construction and contractor insurance for its greenfield and major capital expenditures projects, directors and officers liability, transport, and charterers' liability, as well as other customary policies such as car insurance, travel assistance and medical insurance.

In addition, ArcelorMittal maintains trade credit insurance on receivables from selected customers, subject to limits that it believes are consistent with those in the industry, in order to protect it against the risk of non-payment due to customers' insolvency or other causes. Not all of ArcelorMittal's customers are or can be insured, and even when insurance is available, it may not fully cover the exposure.

Notwithstanding the insurance coverage that ArcelorMittal and its subsidiaries carry, the occurrence of an event that causes losses in excess of limits specified under the relevant policy, or losses arising from events not covered by insurance policies, could materially harm ArcelorMittal's financial condition and future operating results.

Product liability claims could have a significant adverse financial impact on ArcelorMittal.

ArcelorMittal sells products to major manufacturers engaged in manufacturing and selling a wide range of end products. ArcelorMittal also from time to time offers advice to these manufacturers. Furthermore, ArcelorMittal's products are also sold to, and used in, certain safety-critical applications, such as, for example, pipes used in gas or oil pipelines and in automotive applications. There could be significant consequential damages resulting from the use of or defects in such products. ArcelorMittal has a limited amount of product liability insurance coverage, and a major claim for damages related to ArcelorMittal products sold and, as the case may be, advice given in connection with such products could leave ArcelorMittal uninsured against a portion or the entirety of the award and, as a result, materially harm its financial condition and future operating results.

ArcelorMittal is subject to regulatory and compliance risks, which may expose it to investigations by governmental authorities, litigation and fines, in relation, among other things, to its pricing and marketing practices or other antitrust matters. The resolution of such matters could negatively affect the Company's profitability and cash flows in a particular period or harm its reputation.

ArcelorMittal is the largest steel producer in the world. As a result, ArcelorMittal may be subject to exacting scrutiny from regulatory authorities and private parties, particularly regarding its trade practices and dealings with customers and counterparties. As a result of its position in steel markets and its historically acquisitive growth strategy, ArcelorMittal could be subject to governmental investigations and lawsuits based on antitrust laws in particular. These could require significant expenditures and result in liabilities or governmental orders that could

have a material adverse effect on ArcelorMittal's business, operating results, financial condition and prospects. ArcelorMittal and certain of its subsidiaries are currently under investigation by governmental entities in several countries, and are named as defendants in a number of lawsuits relating to various antitrust matters. See note 8.3 to the 2018 Financial Statements (included in the 2018 Annual Report and incorporated by reference in this Base Prospectus). Antitrust proceedings, investigations and follow-on claims involving ArcelorMittal subsidiaries are also currently pending in various countries including Brazil and Germany.

Because of the fact-intensive nature of the issues involved and the inherent uncertainty of such litigation and investigations, the nature of the resolutions of such proceedings are difficult to forecast but negative outcomes are possible. An adverse ruling in the proceedings described above or in other similar proceedings in the future could subject ArcelorMittal to substantial administrative penalties and/or civil damages. In cases relating to other companies, civil damages have been as high as hundreds of millions of U.S. dollars in major civil antitrust proceedings during the last decade. In addition, ArcelorMittal operates in many jurisdictions around the world, increasing the risk of non-compliance with laws and regulations in relation to anti-corruption, economic sanctions and other ethical matters, despite its compliance policies and procedures. Unfavorable outcomes in current and potential future litigation and investigations could reduce ArcelorMittal's liquidity and negatively affect its profitability, cash flows, results of operations and financial condition, as well as harm its reputation.

ArcelorMittal is currently and in the future may be subject to legal proceedings, the resolution of which could negatively affect the Company's profitability and cash flows in a particular period.

ArcelorMittal's profitability or cash flows in a particular period could be affected by adverse rulings in legal proceedings currently pending or by legal proceedings that may be filed against the Company in the future. See note 8.3 to the 2018 Financial Statements (included in the 2018 Annual Report and incorporated by reference in this Base Prospectus).

ArcelorMittal's business is subject to an extensive, complex and evolving regulatory framework and its governance and compliance processes may fail to prevent regulatory penalties and reputational harm, whether at operating subsidiaries, joint ventures or associates.

ArcelorMittal operates in a global environment, and, at a time of increased enforcement activity and enforcement initiatives worldwide, its business straddles multiple jurisdictions and complex regulatory frameworks. Such regulatory frameworks, including but not limited to the area of economic sanctions, are constantly evolving, and ArcelorMittal may as a result become subject to increasing limitations on its business activities and to the risk of fines or other sanctions for non-compliance. Moreover, ArcelorMittal's governance and compliance processes, which include the review of internal controls over financial reporting, may not prevent breaches of law or accounting or governance standards at ArcelorMittal or its subsidiaries. The risk of violation is also present at ArcelorMittal's joint ventures and associates where ArcelorMittal has only a non-controlling stake and does not control governance practices or accounting and reporting procedures.

In addition, ArcelorMittal may be subject to breaches of its Code of Business Conduct, other rules and protocols for the conduct of business, as well as to instances of fraudulent behavior and dishonesty by its employees, contractors or other agents. ArcelorMittal's failure to comply with applicable laws and other standards could subject it to fines, litigation, loss of operating licenses and reputational harm.

The income tax liability of ArcelorMittal may substantially increase if the tax laws and regulations in countries in which it operates change or become subject to adverse interpretations or inconsistent enforcement.

Taxes payable by companies in many of the countries in which ArcelorMittal operates are substantial and include value-added tax, excise duties, profit taxes, payroll-related taxes, property taxes, mining taxes and other taxes. Tax laws and regulations in some of these countries may be subject to frequent change, varying interpretation and inconsistent enforcement. Ineffective tax collection systems and national or local government budget requirements may increase the likelihood of the imposition of arbitrary or onerous taxes and penalties, which could have a material adverse effect on ArcelorMittal's financial condition and results of operations. In addition to the usual tax burden imposed on taxpayers, these conditions create uncertainty as to the tax implications of various business decisions. This uncertainty could expose ArcelorMittal to significant fines and penalties and to enforcement measures despite its best efforts at compliance, and could result in a greater than expected tax burden. See note 9 to the 2018 Financial Statements (included in the 2018 Annual Report and incorporated by reference in this Base Prospectus).

In addition, many of the jurisdictions in which ArcelorMittal operates have adopted transfer pricing legislation. If tax authorities impose significant additional tax liabilities as a result of transfer pricing adjustments, it could have a material adverse effect on ArcelorMittal's financial condition and results of operations.

It is possible that tax authorities in the countries in which ArcelorMittal operates will introduce additional revenue raising measures. The introduction of any such provisions may affect the overall tax efficiency of ArcelorMittal and may result in significant additional taxes becoming payable. Any such additional tax exposure could have a material adverse effect on ArcelorMittal's financial condition and results of operations.

ArcelorMittal may face a significant increase in its income taxes if tax rates increase or the tax laws or regulations in the jurisdictions in which it operates, or treaties between those jurisdictions, are modified in an adverse manner. This may adversely affect ArcelorMittal's cash flows, liquidity and ability to pay dividends.

ArcelorMittal's reputation and business could be materially harmed as a result of data breaches, data theft, unauthorized access or successful hacking.

ArcelorMittal's operations depend on the secure and reliable performance of its information technology systems. An increasing number of companies, including ArcelorMittal, have recently experienced intrusion attempts or even breaches of their information technology security, some of which have involved sophisticated and highly targeted attacks on their computer networks. ArcelorMittal's corporate website was the target of a hacking attack in

January 2012, which brought the website down for several days, and phishing, ransomware and virus attacks have been increasing in more recent years through 2018, with WannaCry impacting the Company in March 2018. Implementation of digitalization, Industry 4.0 and Cloud computing result in new risks with increasing threats to ArcelorMittal's operations and systems.

Because the techniques used to obtain unauthorized access, disable or degrade service or sabotage systems change frequently and often are not recognized until launched against a target, ArcelorMittal may be unable to anticipate these techniques or to implement in a timely manner effective and efficient countermeasures.

If unauthorized parties attempt or manage to bring down ArcelorMittal's website or force access into its information technology systems, they may be able to misappropriate confidential information, cause interruptions in ArcelorMittal's operations, damage its computers or process control systems or otherwise damage its reputation and business. In such circumstances, ArcelorMittal could be held liable or be subject to regulatory or other actions for breaching confidentiality and personal data protection rules. Any compromise of the security of ArcelorMittal's information technology systems could result in a loss of confidence in ArcelorMittal's security measures and subject it to litigation, civil or criminal penalties, and adverse publicity that could adversely affect its reputation, financial condition and results of operations.

Changes to global data privacy laws and cross-border transfer requirements could adversely affect ArcelorMittal's business and operations.

ArcelorMittal's business depends on the transfer of data between its affiliated entities, to and from its business partners, and with third-party service providers, which may be subject to global data privacy laws and cross-border transfer restrictions. While ArcelorMittal takes steps to comply with these legal requirements, the volatility and changes to the applicability of those laws, as well as evolving standards and judicial and regulatory interpretations of such laws may impact ArcelorMittal's ability to effectively transfer data across borders in support of its business operations and lead to possible administrative, civil, or criminal liability, as well as reputational harm to the Company and its employees. ArcelorMittal has taken actions necessary to comply with the European Union's General Data Protection Regulation ("GDPR"), which became enforceable in May 2018. The GDPR creates a range of compliance obligations for subject companies and increases financial penalties for non-compliance. Other countries in which ArcelorMittal operates or has a presence such as Brazil, India and South Africa have or are in the process of adopting similar legislation for the protection of personal information. Ensuring compliance will require investments to improve business processes, IT solutions and security solutions. The costs of compliance with GDPR and similar legislation for the protection of personal data and the potential for fines and penalties in the event of a breach of these laws may have an adverse effect on ArcelorMittal's business and operations.

Risks Related To The Notes

An active market for the Notes may not develop.

Application has been made for certain Notes to be listed on the official list of the Luxembourg Stock Exchange and to be admitted to trading on the regulated market of the Luxembourg Stock Exchange. However, there can be no assurance that an active trading market for the Notes will develop, or, if one does develop, that it will be maintained. If an active trading market for the Notes does not develop or is not maintained, the market or trading price and liquidity of the Notes may be adversely affected. Under certain circumstances, the Issuer may redeem the Notes prior to maturity as described in Condition 9 (*Redemption and Purchase*) and the Issuer may issue further Notes as described in Condition 17 (*Further Issues*). Such transactions may favourably or adversely affect the price development of the Notes. If additional and competing products are introduced in the markets, this may adversely affect the value of the Notes.

The Notes may be redeemed prior to maturity.

The Issuer reserves the right to purchase Notes in the open market or otherwise at any price in accordance with applicable regulations. Such transactions shall have no impact on the normal repayment schedule of outstanding Notes, but they decrease the yield of the Notes so purchased and then redeemed by the Issuer prior to their stated maturity and reduce the liquidity of the Notes. In addition, if in the case of any particular Tranche of Notes the relevant Final Terms specify that the Notes are redeemable at the Issuer's option in certain other circumstances the Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes.

Unless in the case of any particular Tranche of Notes the relevant Final Terms specify otherwise, in the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Luxembourg or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes in accordance with the Conditions.

The Issuer has the option, if so provided in the relevant Final Terms, to redeem the Notes, in whole or in part, under a make-whole redemption option as provided in Condition 9(c).

The Issuer has the option, if so provided in the relevant Final Terms, to redeem the Notes, in whole but not in part, under a Residual Maturity Call Option as provided in Condition 9(d).

Conversion from a fixed to floating interest rate will affect the secondary market and market value of the Notes.

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any

time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

Zero Coupon Notes are subject to higher price fluctuations than non-discounted bonds.

Changes in market interest rates have a substantially stronger impact on the prices of Zero Coupon Notes than on the prices of ordinary Notes because the discounted issue prices are substantially below par. If market interest rates increase, Zero Coupon Notes can suffer higher price losses than other Notes having the same maturity and credit rating. Due to their leverage effect, Zero Coupon Notes are a type of investment associated with a particularly high price risk.

Conflicts of interest may exist between the Calculation Agent and Noteholders.

Potential conflicts of interest may exist between the Calculation Agent (if any) and Noteholders (including where a Dealer acts as a calculation agent), including with respect to certain determinations and judgements that such Calculation Agent may make pursuant to the Conditions that may influence amounts receivable by the Noteholders during the term of the Notes and upon their redemption.

The Issuer may appoint a Dealer as Calculation Agent in respect of an issuance of Notes under the Programme. In such a case the Calculation Agent is likely to be a member of an international financial group that is involved, in the ordinary course of its business, in a wide range of banking activities out of which conflicting interests may arise. Whilst such a Calculation Agent will, where relevant, have information barriers and procedures in place to manage conflicts of interest, it may in its other banking activities from time to time be engaged in transactions involving an index or related derivatives which may affect amounts receivable by Noteholders during the term and on the maturity of the Notes or the market price, liquidity or value of the Notes and which could be deemed to be adverse to the interests of the Noteholders.

Because the Global Notes are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfer, payment and communication with the Issuer.

Notes issued under the Programme may be represented by one or more Global Notes. Such Global Notes will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the relevant Global Note, investors will not be entitled to receive Definitive Notes. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by one or more Global Notes, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg.

While the Notes are represented by one or more Global Notes the Issuer will discharge its payment obligations under the Notes by making payments to the common depositary for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the relevant Notes. The Issuer has 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 to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Notes will not have a direct right under the Global Notes to take enforcement action against the Issuer in the event of a default under the relevant Notes but will have to rely upon their rights under the Deed of Covenant.

Notes issued with a Minimum Denomination.

The denomination of the Notes is €100,000 plus integral multiples of €1,000 in excess thereof. Therefore, it is possible that the Notes may be traded in amounts in excess of €100,000 that are not integral multiples of €100,000. In such a case a Noteholder who, as a result of trading such amounts, holds a principal amount of less than €100,000 will not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more denominations.

The Final Terms of a Tranche of Notes may provide that, for so long as the Notes are represented by a Global Note and Euroclear and Clearstream, Luxembourg (or other relevant clearing system) so permit, the Notes will be tradable in nominal amounts (a) equal to, or integral multiples of, the minimum denomination, and (b) equal to the minimum denomination plus integral multiples of an amount lower than the minimum denomination.

Definitive Notes will only be issued in the circumstances described in (a) or (b) above, if (a) Euroclear or Clearstream, Luxembourg (or other relevant clearing system) is closed for business for a continuous period of 14 calendar days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 12 (*Events of Default*) occurs. The Final Terms may provide that, if Definitive Notes are issued, such Notes will be issued in respect of all holdings of Notes equal to or greater than the minimum denomination. However, Noteholders should be aware that Definitive Notes that have a denomination that is not an integral multiple of the minimum denomination may be illiquid and difficult to trade. Definitive Notes will in no circumstances be issued to any person holding Notes in an amount lower than the minimum denomination and such Notes will be cancelled and holders will have no rights against the Issuer (including rights to receive principal or interest or to vote) in respect of such Notes.

Credit Rating.

Tranches of Notes issued under the Programme may be rated or unrated. Where a Tranche of Notes is rated, such rating will not necessarily be the same as any rating assigned to the Programme.

Any credit rating is not a recommendation to buy, sell or hold Notes and may be subject to revision, suspension or withdrawal at any time by the relevant rating organisation. Credit rating agencies continually review their ratings for companies that they follow, including ArcelorMittal.

The trading price for the Notes may be directly affected by ArcelorMittal's credit rating. Any adverse change in an applicable credit rating could adversely affect the trading price for the Notes issued under the Programme.

The ratings assigned by the credit rating agencies to the Programme and, if applicable, to any Tranche of Notes may not reflect the potential impact of all risks related to an investment in the Notes, including those set forth in this “Risk Factors” section, and other factors that may affect the value of the Notes.

Since the Issuer conducts its operations through subsidiaries, investors’ right to receive payments on the Notes is subordinated to the other liabilities of the Issuer’s subsidiaries.

The Issuer is a holding company which is dependent on the earnings and cash flows of, and dividends and distributions from, its operating subsidiaries to meet its debt servicing obligations. The Issuer’s subsidiaries are not guarantors of the Notes. Moreover, these subsidiaries are not required and may not be able to pay dividends to the Issuer. The Issuer’s subsidiaries are not bound by obligations under the Notes. Claims of the creditors of the Issuer’s subsidiaries have priority as to the assets of such subsidiaries over the claims of the Issuer’s creditors. Consequently, holders of the Notes are in effect structurally subordinated, on insolvency to the prior claims of the creditors of the Issuer’s subsidiaries.

The Issuer’s ability to make debt service payments depends on its ability to transfer income and dividends from its subsidiaries.

The Issuer is a holding company with no significant assets other than direct and indirect interests in the many subsidiaries through which it conducts operations. A number of the Issuer’s subsidiaries are located in countries that may impose regulations restricting the payment of dividends outside of the country through exchange control regulations.

Furthermore, the continued transfer to the Issuer of dividends and other income from its subsidiaries is in some cases limited by various credit or other contractual arrangements and/or tax constraints, which could make such payments difficult or costly. If in the future these restrictions are increased or if the Issuer is otherwise unable to ensure the continued transfer of dividends and other income to it from these subsidiaries, its ability to pay dividends and/or make debt payments will be impaired.

The Notes do not restrict the Issuer or its subsidiaries from incurring additional debt or guaranteeing any debt of others in the future.

Since the Notes are unsecured, investors’ rights to receive payments may be adversely affected.

The Notes will be unsecured. If ArcelorMittal defaults on the Notes, or after bankruptcy, liquidation or reorganisation, then, to the extent ArcelorMittal has granted security over its assets, the assets that secure that entity’s debts will be used to satisfy the obligations under that secured debt before ArcelorMittal can make payment on the Notes. There may only be limited assets available to make payments on the Notes in the event of an acceleration of the Notes. If there is not enough collateral to satisfy the obligations of the secured debt, then creditors of the

remaining amount of secured debt would share equally with all unsubordinated unsecured indebtedness.

ArcelorMittal is not restricted in its ability to dispose of its assets by the terms of the Notes.

The terms and conditions of the Notes contain a negative pledge that prohibits ArcelorMittal and its Material Subsidiaries (as defined therein) from creating security over assets to secure other Notes or similar debt instruments, unless ArcelorMittal creates similar security over the Notes. However, ArcelorMittal is generally permitted to sell or otherwise dispose of its assets to another corporation or other entity under the terms of the Notes. ArcelorMittal is also generally permitted to create security over its assets to secure other notes or similar debt instruments in certain circumstances (for example, in the case of “Permitted Security” as defined in Condition 2 (*Interpretation*)). If ArcelorMittal decides to dispose of its assets, holders of the Notes will generally not be entitled to declare an acceleration of the maturity of the Notes, and those assets will no longer be available to support payments on the Notes.

Luxembourg insolvency laws may adversely affect a recovery by the holders of the Notes.

The Issuer is a Luxembourg company. Luxembourg insolvency laws may make it more difficult for holders of the Notes to effect a restructuring of the Issuer or to recover the amount they would have recovered in a liquidation or bankruptcy proceeding in other jurisdictions. There are a number of insolvency regimes under Luxembourg law (it should be noted that a draft bill (*projet de loi*) with the purpose of reforming the current insolvency regimes under Luxembourg law has been introduced in the Luxembourg Parliament on 1 February 2013 under number N°6539 and that such draft bill, as modified in the course of the legislative process, may adversely affect the rights of recovery of the holders of the Notes once it enters into full force and effect).

Bankruptcy proceedings (*faillite*) are primarily designed to liquidate and distribute the assets of a debtor to its creditors. Three formal corporate rescue procedures exist: controlled management (*gestion contrôlée*), which involves one or several commissioners (*commissaires à la gestion contrôlée*) preparing a plan of reorganisation or a plan for the realisation and distribution of the assets; moratorium (*concordat préventif de faillite*), whereby a judge is appointed to oversee the negotiation of an agreement between the debtor and his creditors; and the suspension of payments (*sursis de paiement*), whereby one or more commissioners is/are appointed by the court to oversee the management of the company during the suspension of payments period.

A judgment in bankruptcy proceedings (*faillite*) has the effect of removing the power from a company to manage its assets and of stopping all attachment or garnishment proceedings brought by unsecured or non-privileged creditors. However, this type of judgment has no effect on creditors holding certain forms of security, such as pledges on certain types of assets. A secured creditor holding a pledge can retain possession of the pledged assets or can enforce its security interest if an event of default has occurred under the security agreement. Further, in a bankruptcy proceeding (*faillite*), the debtor has the right to make composition (*concordat*) proposals which are inter alia subject to approval by creditors representing at least 75% of all admitted unsecured claims. The ratification of a composition in a bankruptcy proceeding

(*faillite*) or in a moratorium (*concordat préventif de faillite*) will have no effect on creditors who, having secured claims, did not participate in the composition proceedings and did not, therefore, waive their rights or priority, mortgages or pledges. These creditors may continue to act against the debtor in order to obtain payment of their claims and they may enforce their rights, obtain attachments and obtain the sale of the assets securing their claims. Equally, the procedure of suspension of payments (*sursis de paiement*) once approved has no effect on secured creditors.

A recovery under Luxembourg law, therefore, could involve a sale of the assets of the debtor in a manner that does not reflect the going concern value of the debtor. Consequently, Luxembourg insolvency laws could preclude or inhibit the ability of the holders of the Notes to effect a restructuring of the Issuer and could reduce their recovery in a Luxembourg insolvency proceeding.

In connection with Luxembourg bankruptcy proceedings, the assets of a debtor are generally liquidated and the proceeds distributed to the debtor's creditors on the basis of the relative claims of those creditors and their ranking, and certain parties (such as secured creditors) will have special rights that may adversely affect the interests of holders of the Notes. The claim of a creditor may be limited depending on the date the claim becomes due and payable in accordance with its terms. Each of these claims will have to be resubmitted to the Issuer's receiver to be verified by the receiver. Any dispute as to the valuation of claims will be subject to court proceedings. These verification procedures could cause holders of the Notes to recover less than the principal amount of their Notes or less than they could recover in a liquidation governed by the laws of another jurisdiction. Such verification procedures could also cause payments to the holders of the Notes to be delayed compared with holders of undisputed claims.

Change of Law.

The Terms and Conditions of the Notes are governed by English law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change in English law or the official application or interpretation of English law after the date of this Base Prospectus.

The market value of the Notes and the trading market for debt securities may be volatile and may be adversely impacted by many events.

The market value of the Notes will be affected by the creditworthiness of the Issuer and a number of additional factors, including market interest and yield rates and the time remaining to the maturity date.

The market for debt securities is generally influenced by interrelated factors, including economic, financial and political events and market conditions, interest rates, currency exchange rates and inflation rates in other European and industrialised countries can have an effect on the market value of the Notes. There can be no assurance that events in the Grand Duchy of Luxembourg, Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of which could result in the price at which a Noteholder is able to sell the Notes prior to maturity being at a discount from the issue price or the purchase price paid by such purchaser.

Foreign currency Notes expose investors to foreign-exchange risk as well as to issuer risk.

As purchasers of foreign currency Notes, investors are exposed to the risk of changing foreign exchange rates. This risk is in addition to any performance risk that relates to the issuer or the type of Note being issued.

Exercise of Put Option in respect of certain Notes may affect the liquidity of the Notes in respect of which such Put Option is not exercised.

Depending on the number of Notes in respect of which the Redemption at the Option of Noteholders upon a Put Restructuring Event or Offer to Purchase upon a Change of Control provided in Condition 9 (*Redemption and Purchase*) is exercised, any trading market in respect of those Notes in respect of which such Put Option is not exercised may become illiquid. See “*Terms and Conditions of the Notes*”.

Modification and waivers and substitution.

The Conditions contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. The provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

Taxation.

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for financial instruments such as the Notes. Potential investors are advised not to rely upon the taxation sections contained in this Base Prospectus but to ask for their own tax adviser’s advice on their individual taxation with respect to the acquisition, holding, sale and redemption of the Notes. Only these advisors are in a position to duly consider the specific situation of the potential investor. This investment consideration has to be read in connection with the taxation sections of this Base Prospectus.

The proposed financial transaction tax (“FTT”).

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

The Commission’s Proposal has very broad scope and could, if introduced in its current form, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The FTT would impose a charge at generally not less than 0.1% of the sale price on such transactions. The issuance and subscription of Notes should, however, be exempt.

Under the Commission’s Proposal the FTT could apply in certain circumstances to persons both within and outside of the Participating Member States. Generally, it would apply to certain

dealings in the Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, “established” in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a Participating Member State.

The FTT proposal remains subject to negotiation between the Participating Member States and the scope of such tax is uncertain. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate and/or certain of the Participating Member States (in addition to Estonia which already withdrew) may decide to withdraw.

The mechanism by which tax would be applied and collected is not yet known, but if the proposed directive or any similar tax is adopted, transactions in the Notes would be subject to higher costs, and the liquidity of the market for the Notes may be diminished.

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

Noteholders are exposed to risks relating to Singapore taxation.

The Notes to be issued from time to time under the Programme during the period from the date of this Base Prospectus to 31 December 2023 might be intended to be “qualifying debt securities” for the purposes of the Income Tax Act, Chapter 134 of Singapore (the “ITA”), subject to the fulfillment of certain conditions more particularly described in the section “Singapore Taxation”. However, there is no assurance that such Notes will continue to enjoy the tax concessions in connection therewith should the relevant tax laws be amended or revoked at any time.

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

The London Interbank Offered Rate (“LIBOR”) and the Euro Interbank Offered Rate (“EURIBOR”) and other indices which are deemed to be “benchmarks” are the subject of recent national, international and other regulatory guidance and proposals for reform which are ongoing. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to such a “benchmark”, including on the value, liquidity or return on such Notes.

Regulation (EU) 2016/1011 (the “**Benchmark Regulation**”) was published in the Official Journal of the EU on 29 June 2016 and has been in force since 1 January 2018. The Benchmark Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark, within the EU. It will, among other things, (i) require benchmark administrators (such as ICE Benchmark Administration Limited and the European Money Market Institute, which currently administer LIBOR and EURIBOR, respectively) to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or

otherwise recognised or endorsed) and (ii) prevent certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The Benchmark Regulation could have a material impact on any Notes linked to a rate or index deemed to be a “benchmark”, in particular, if the “benchmark” cannot be used as a consequence of the administrator’s lack of authorization or registration as described above or if the methodology or other terms of the “benchmark” are changed in order to comply with the requirements of the Benchmark Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the “benchmark”.

More broadly, any of the international, national or other proposals for reform, or the general increased regulatory scrutiny of “benchmarks”, could increase the costs and risks of administering or otherwise participating in the setting of a “benchmark” and complying with any such regulations or requirements.

Such factors may have the following effects on certain “benchmarks”: (i) discourage market participants from continuing to administer or contribute to such “benchmark”; (ii) trigger changes in the rules or methodologies used in the “benchmarks” or (iii) lead to the disappearance of the “benchmark”. Any of the above changes or any other consequential changes as a result of international, national or other proposals for reform or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to a “benchmark”.

On 27 July 2017, the U.K. Financial Conduct Authority (the “FCA”) announced that it will no longer persuade or compel banks to submit rates for the calculation of LIBOR after 2021. The FCA and other regulators have stated publicly that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021.

Investors should be aware that, if LIBOR or any other “benchmark” were discontinued or otherwise unavailable, the rate of interest on Floating Rate Notes which refer to such benchmarks will be determined for the relevant period by the fallback provisions applicable to such Notes, which may in certain circumstances (i) rely upon the provision by reference banks of offered quotations of the Reference Rate specified in the relevant Final Terms which, depending on market circumstances, may not be available, (ii) result in the effective application of a fixed rate based on the rate which applied in the previous interest period or (iii) lead to the appointment of an agent for the determination of a replacement reference rate (see “*If the relevant Reference Rate is discontinued, the rate of interest of the affected Floating Rate Notes will be changed in ways that may be adverse to holders of such Notes, without any requirement that the consent of such holders be obtained*” below).

Investors should consult their own independent advisors and make their own assessment about the potential risks imposed by the Benchmark Regulation reforms, investigations and licensing issues on an investment in Notes linked to a “benchmark”.

If the relevant Reference Rate is discontinued, the rate of interest of the affected Floating Rate Notes will be changed in ways that may be adverse to holders of such Notes, without any requirement that the consent of such holders be obtained.

Pursuant to the Conditions of any applicable Floating Rate Notes, if the Issuer (in consultation with the Calculation Agent) determines at any time prior to any Interest Determination Date that a Benchmark Event (as defined in the Conditions) has occurred, the Issuer shall appoint an agent (the “**Reference Rate Determination Agent**”), which will (i) use the substitute or successor rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction of the Specified Currency specified in the relevant Final Terms that is consistent with industry accepted standards or (ii) if no such public selection has occurred, determine a substitute or successor rate which is substantially comparable to the relevant Reference Rate and is an industry accepted successor rate (the “**Replacement Reference Rate**”). Absent manifest error, the determination of the Replacement Reference Rate, including any necessary adjustment factors thereto, by the Reference Rate Determination Agent shall be final and binding on the Issuer, the Calculation Agent and the Noteholders.

It is possible that, if a Reference Rate is discontinued, it will take some time before a clear successor rate is established in the market. Accordingly, the Conditions provide as an ultimate fallback that, following the designation of a Replacement Reference Rate, if a new Benchmark Event occurs with respect to such Replacement Reference Rate or if the Reference Rate Determination Agent considers that such Replacement Reference Rate is no longer substantially comparable to the relevant Reference Rate or does not constitute an industry accepted successor rate, the Issuer shall appoint a new Reference Rate Determination Agent (which may or may not be the same entity as the original agent) for the purpose of confirming the Replacement Reference Rate or determining a substitute Replacement Reference Rate (despite the continued existence of the initial Replacement Reference Rate, if applicable). If the newly appointed or reappointed Reference Rate Determination Agent is unable to or otherwise does not determine a substitute Replacement Reference Rate, then the Replacement Reference Rate will remain unchanged.

The Replacement Reference Rate may have no or very limited trading history and accordingly its general evolution and/or interaction with other relevant market forces or elements may be difficult to determine or measure. In addition, the Replacement Reference Rate may perform differently from the discontinued benchmark. This could significantly affect the performance of an alternative rate compared to the historical and expected performance of the relevant benchmark. There can be no assurance that any adjustment factor applied to any Series of Notes will adequately compensate for this impact. This could in turn impact the rate of interest on, and trading value of, the affected Notes. Moreover, any holders of such Notes that enter into hedging instruments based on the relevant Reference Rate may find their hedges to be ineffective, and they may incur costs replacing such hedges with instruments tied to the Replacement Reference Rate.

If a Reference Rate Determination Agent is appointed by the Issuer but for any reason a Replacement Reference Rate has not been determined, the Issuer may decide that no Replacement Reference Rate or any other successor, replacement or alternative benchmark or

screen rate will be adopted and the Reference Rate for the relevant Interest Period in such case will be equal to the last relevant Reference Rate available on the Relevant Screen Page (as specified in the relevant Final Terms) as determined by the Calculation Agent, effectively converting such Notes into fixed rate Notes. Investors holding such Notes might incur costs from unwinding hedges. Moreover, in a rising interest rate environment, holders of such Notes will not benefit from any increase in rates. The trading value of the Notes could as a consequence be adversely affected.

INFORMATION INCORPORATED BY REFERENCE

The following information (the “Information Incorporated by Reference”) shall be deemed to be incorporated by reference in, and to form part of, this Base Prospectus.

- The consolidated financial statements (including the notes thereto and the independent auditors’ report) of ArcelorMittal in respect of the year ended 31 December 2018 (set out on pages 97 to 224 of the 2018 annual report filed by ArcelorMittal with the CSSF on 1 March 2019 (the “**2018 Annual Report**”)) (the “**2018 Financial Statements**”);
- The consolidated financial statements (including the notes thereto and the independent auditors’ report) of ArcelorMittal in respect of the year ended 31 December 2017 (set out on pages 87 to 201 of the 2017 annual report filed by ArcelorMittal with the CSSF on 16 February 2018 (the “**2017 Annual Report**”)) (the “**2017 Financial Statements**”);
- The annual report on Form 20-F of ArcelorMittal in respect of the year ended 31 December 2018 (File No. 001-35788), which was filed with the United States Securities and Exchange Commission (“SEC”) on 25 February 2019 (the “**2018 Form 20-F**”), save that the following information contained in the 2018 Form 20-F shall not be deemed to be incorporated by reference in this Base Prospectus: (a) ArcelorMittal’s financial statements, the independent auditor’s report thereon and the exhibits set out in part III of the 2018 Form 20-F, pages 232 to 233 and F-1 to F-134; (b) the information included under “Reserves (Iron Ore and Coal)” under “Item 4.D—Information on the Company—Property, plant and equipment—Reserves (Iron Ore and Coal)”, pages 110 to 114; (c) Item 5.D “Trend Information”, page 156; and (d) the information and auditor’s report on internal control over financial reporting included under Item 15 “Controls and Procedures”, pages 226 to 228;
- The press release published by ArcelorMittal on 6 March 2019 announcing the launch of an offering of USD-denominated notes (the “**6 March 2019 PR**”);
- The press release published by ArcelorMittal on 7 March 2019 announcing the completion on 6 March 2019 of the pricing of its offering of \$750,000,000 aggregate principal amount of 4.550% notes due 2026 (the “**7 March 2019 PR**”);
- The press release published by ArcelorMittal on 21 March 2019 announcing the completion of an investor event hosted at the ArcelorMittal Italia’s facility in Taranto, Italy (the “**21 March 2019 PR**”);
- The press release published by ArcelorMittal on 5 April 2019 announcing the publication of a convening notice for the annual general meeting of shareholders on 7 May 2019 (the “**5 April 2019 PR**”);
- The press release published by ArcelorMittal on 17 April 2019 announcing the receipt of the European Commission’s approval for the sale of several steelmaking assets to the Liberty House Group as part of the divestment package in connection with ArcelorMittal’s acquisition of Ilva S.p.A. (the “**17 April 2019 PR**”);

- The press release published by ArcelorMittal on 6 May 2019 announcing the temporary reduction of annualised European primary steelmaking production by three million tonnes (the “**6 May 2019 PR**”);
- The press release published by ArcelorMittal on 7 May 2019 announcing the results of its annual general meeting of shareholders (the “**7 May 2019 PR**”);
- The press release published by ArcelorMittal on 9 May 2019 announcing its results for the first quarter of 2019 (the “**9 May 2019 PR**”), save that the section entitled “Outlook and Guidance” on pages 12 to 13 of the 9 May 2019 PR shall not be deemed to be incorporated by reference in the Base Prospectus;
- The press release published by ArcelorMittal on 29 May 2019 announcing further reductions to primary steel production in Europe (the “**First 29 May 2019 PR**”);
- The press release published by ArcelorMittal on 29 May 2019 announcing the publication of its Climate Action Report, which details ArcelorMittal’s ambition to reduce CO₂ emissions globally and be carbon neutral in Europe by 2050 (the “**Second 29 May 2019 PR**”);
- The terms and conditions as set out on pages 63 to 97 under the heading “Terms and Conditions of the Notes” of the base prospectus filed by the Issuer with the CSSF on 29 September 2011 (the “**2011 Base Prospectus**”) with respect to the Issuer’s euro medium term note programme (wholesale programme) (the “**2011 Conditions**”) (the sections and/or pages of the 2011 Base Prospectus other than the 2011 Conditions are not incorporated by reference in this Base Prospectus);
- The terms and conditions as set out on pages 67 to 98 under the heading “Terms and Conditions of the Notes” of the base prospectus filed by the Issuer with the CSSF on 21 December 2012 (the “**2012 Base Prospectus**”) with respect to the Issuer’s euro medium term note programme (wholesale programme) (the “**2012 Conditions**”) (the sections and/or pages of the 2012 Base Prospectus other than the 2012 Conditions are not incorporated by reference in this Base Prospectus);
- The terms and conditions as set out on pages 63 to 94 under the heading “Terms and Conditions of the Notes” of the base prospectus filed by the Issuer with the CSSF on 14 March 2014 (the “**2014 Base Prospectus**”) with respect to the Issuer’s euro medium term note programme (wholesale programme) (the “**2014 Conditions**”) (the sections and/or pages of the 2014 Base Prospectus other than the 2014 Conditions are not incorporated by reference in this Base Prospectus);
- The terms and conditions as set out on pages 66 to 98 under the heading “Terms and Conditions of the Notes” of the base prospectus filed by the Issuer with the CSSF on 20 March 2015 (the “**2015 Base Prospectus**”) with respect to the Issuer’s euro medium term note programme (wholesale programme) (the “**2015 Conditions**”) (the sections and/or pages of the 2015 Base Prospectus other than the 2015 Conditions are not incorporated by reference in this Base Prospectus);
- The terms and conditions as set out on pages 71 to 103 under the heading “Terms and Conditions of the Notes” of the base prospectus filed by the Issuer with the CSSF on

13 May 2016 (the “**2016 Base Prospectus**”) with respect to the Issuer’s euro medium term note programme (wholesale programme) (the “**2016 Conditions**”) (the sections and/or pages of the 2016 Base Prospectus other than the 2016 Conditions are not incorporated by reference in this Base Prospectus);

- The terms and conditions as set out on pages 76 to 109 under the heading “Terms and Conditions of the Notes” of the base prospectus filed by the Issuer with the CSSF on 24 May 2017 (the “**2017 Base Prospectus**”) with respect to the Issuer’s euro medium term note programme (wholesale programme) (the “**2017 Conditions**”) (the sections and/or pages of the 2017 Base Prospectus other than the 2017 Conditions are not incorporated by reference in this Base Prospectus); and
- The terms and conditions as set out on pages 76 to 109 under the heading “Terms and Conditions of the Notes” of the base prospectus filed by the Issuer with the CSSF on 1 June 2018 (the “**2018 Base Prospectus**”) with respect to the Issuer’s euro medium term note programme (wholesale programme) (the “**2018 Conditions**” and together with the 2011 Conditions, the 2012 Conditions, the 2014 Conditions, the 2015 Conditions, the 2016 Conditions, the 2017 Conditions and the 2018 Conditions, the “**Previous Conditions**”) (the sections and/or pages of the 2018 Base Prospectus other than the 2018 Conditions are not incorporated by reference in this Base Prospectus).

The Previous Conditions are incorporated by reference in this Base Prospectus for the purpose only of further issues of Notes to form a single series with Notes already issued with the relevant Previous Conditions. The sections and/or pages of the 2011 Base Prospectus, 2012 Base Prospectus, 2014 Base Prospectus, 2015 Base Prospectus, 2016 Base Prospectus, 2017 Base Prospectus and 2018 Base Prospectus that are not incorporated by reference in this Base Prospectus are either deemed not relevant for an investor or otherwise covered elsewhere in this Base Prospectus.

Copies of the documents referred to above have been filed with the *Commission de Surveillance du Secteur Financier* and are available on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the Issuer’s website (<http://corporate.arcelormittal.com/news-and-media/press-releases/2019> and <http://corporate.arcelormittal.com/investors/financial-reports>).

Cross-reference table

The following table cross-references the pages of the Information Incorporated by Reference with the main heading required under Annex IX of the Commission regulation No 809/2004, as amended, implementing the Prospectus Directive (the “**Prospectus Regulation**”).

In both the following cross-reference table on pages 66 to 70 of this Base Prospectus and the table under the heading “Risk Factors Cross-reference table” on pages 71 to 73 of this Base Prospectus, (i) the information incorporated by reference that is not included in the cross-reference list (except the one where it is clearly mentioned that the pages are not incorporated by reference as explicitly described above under the “Information Incorporated by Reference” section), is considered as additional information and is not required by the relevant schedules of the Prospectus Regulation, and (ii) any non-incorporated parts of a document referred to herein (as explicitly described above under the “Information Incorporated by Reference”

section) and which are therefore not referred to in the cross-reference list, are either deemed not relevant for an investor or otherwise covered elsewhere in this Base Prospectus.

Item #	Item contents	Reference in the Information Incorporated by Reference
4.	INFORMATION ABOUT THE ISSUER	
4.1	<u>History and Development of the Issuer.</u>	
4.1.1	the legal and commercial name of the issuer;	See 2018 Form 20-F, cover page.
4.1.2	the place of registration of the issuer and its registration number;	See 2018 Form 20-F, “Other information”, page 34.
4.1.3	the date of incorporation and the length of life of the issuer, except where indefinite;	See 2018 Form 20-F, “Other information”, page 34.
4.1.4	the domicile and legal form of the issuer, the legislation under which the issuer operates, its country of incorporation, and the address and telephone number of its registered office (or principal place of business if different from its registered office);	See 2018 Form 20-F, “Other information”, page 34.
4.1.5	Any recent events particular to the issuer which are to a material extent relevant to the evaluation of the issuer’s solvency.	See 2018 Form 20-F, “Key Transactions and Events in 2018”, pages 30 to 33, “Recent developments”, page 33, “Updates on previously announced investment projects”, page 110, “Financings”, pages 151 to 153, “Sources and uses of cash—Years ended December 31, 2018, 2017 and 2016” pages 154 to 156 and “Operating and Financial Review and Prospects”, pages 114 to 149. See 9 May 2019 PR.
5.	BUSINESS OVERVIEW	
5.1	<u>Principal Activities</u>	
5.1.1	A brief description of the issuer’s principal activities stating the main categories of products sold and/or services performed	See 2018 Form 20-F, “History and development of the Company”, pages 28 to 29, “Products”, page 58 and “Operating and Financial

Item #	Item contents	Reference in the Information Incorporated by Reference
		Review and Prospects”, pages 114 to 149.
5.1.2	The basis for any statements made by the issuer regarding its competitive position.	See 2018 Form 20-F, “Market information”, page 6, and “Competitive strengths”, pages 36 to 40.
6.	ORGANIZATIONAL STRUCTURE	
6.1	If the issuer is part of a group, a brief description of the group and the issuer’s position within it.	See 2018 Form 20-F, “Organizational structure”, pages 86 to 87.
9.	ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES	
9.1	Names, business addresses and functions in the issuer of the following persons and an indication of the principal activities performed by them outside the issuer where these are significant with respect to that issuer: a) members of the administrative, management or supervisory bodies; b) partners with unlimited liability, in the case of a limited partnership with a share capital.	See 2018 Form 20-F, “Other information”, page 34 and “Directors, Senior Management and Employees”, pages 157 to 164.
10.	MAJOR SHAREHOLDERS	
10.1	To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control and describe the measures in place to ensure that such control is not abused.	See 2018 Form 20-F, “Major shareholders”, pages 199 to 201, “Related party transactions”, pages 201 to 202, and “Board Practices/corporate governance”, pages 183 to 193.
11.	FINANCIAL INFORMATION CONCERNING THE ISSUER’S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES	
11.1	<u>Historical Financial Information</u> Audited historical financial information covering the latest 2 financial years (or such shorter	See 2018 Financial Statements (included in the 2018 Annual Report on pages 97 to 224).

Item #	Item contents	Reference in the Information Incorporated by Reference
	<p>period that the issuer has been in operation), and the audit report in respect of each year. Such financial information must be prepared according to Regulation (EC) No 1606/2002, or if not applicable to a Member's State national accounting standards for issuers from the Community. For third country issuers, such financial information must be prepared according to the international accounting standards adopted pursuant to the procedure of Article 3 of Regulation (EC) No 1606/2002 or to a third country's national accounting standards equivalent to these standards. Otherwise, the following information must be included in the registration document:</p> <p>(a) a prominent statement that the financial information included in the registration document has not been prepared in accordance with the international accounting standards adopted pursuant to the procedure of Article 3 of Regulation (EC) No 1606/2002 and that there may be material differences in the financial information had Regulation (EC) No 1606/2002 been applied to the historical financial information</p> <p>(b) immediately following the historical financial information a narrative description of the differences between the international accounting standards adopted pursuant to the procedure of Article 3 of Regulation (EC) No 1606/2002 and the accounting principles adopted by the issuer in preparing its annual financial statements</p> <p>The most recent year's historical financial information must be presented and prepared in a form consistent with that which will be adopted in the issuer's next published annual financial statements having regard to accounting standards and policies and legislation applicable to such annual financial statements.</p>	<p>See 2017 Financial Statements (included in the 2017 Annual Report on pages 87 to 201).</p> <p>For the 2018 consolidated statements of financial position, see page 99 of the 2018 Annual Report, consolidated statements of operations, see page 97 of the 2018 Annual Report, consolidated statements of other comprehensive income, see page 98 of the 2018 Annual Report, consolidated statements of changes in equity, see page 100 of the 2018 Annual Report, consolidated statements of cash flows, see page 101 of the 2018 Annual Report, accounting policies and explanatory notes, see pages 103 to 218 of the 2018 Annual Report, and independent auditors' report, see pages 219 to 224 of the 2018 Annual Report.</p> <p>For the 2017 consolidated statements of financial position, see page 89 of the 2017 Annual Report, consolidated statements of operations, see page 87 of the 2017 Annual Report, consolidated statements of other comprehensive income, see page 88 of the 2017 Annual Report, consolidated statements of changes in equity, see page 90 of the 2017 Annual Report, consolidated statements of cash flows, see page 91 of the 2017 Annual Report, accounting policies and explanatory notes, see pages 92 to 196 of the 2017 Annual Report, and independent auditors' report,</p>

Item #	Item contents	Reference in the Information Incorporated by Reference
	<p>If the audited financial information is prepared according to national accounting standards, the financial information required under this heading must include at least the following:</p> <p>(a) the balance sheet;</p> <p>(b) the income statement;</p> <p>(c) the accounting policies and explanatory notes.</p> <p>The historical annual financial information must be independently audited or reported on as to whether or not, for the purposes of the registration document, it gives a true and fair view, in accordance with auditing standards applicable in a Member State or an equivalent standard. Otherwise, the following information must be included in the registration document:</p> <p>a) a prominent statement disclosing which auditing standards have been applied;</p> <p>b) an explanation of any significant departures from International Standards on Auditing</p>	see pages 197 to 201 of the 2017 Annual Report.
11.2	<p><u>Financial statements</u></p> <p>If the issuer prepares both own and consolidated annual financial statements, include at least the consolidated annual financial statements in the registration document.</p>	<p>See 2018 Financial Statements (included in the 2018 Annual Report on pages 97 to 224).</p> <p>See 2017 Financial Statements (included in the 2017 Annual Report on pages 87 to 201).</p>
11.3	<u>Auditing of historical annual financial information</u>	
11.3.1	A statement that the historical financial information has been audited. If audit reports on the historical financial information have been refused by the statutory auditors or if they contain qualifications or disclaimers, such	See 2018 Financial Statements (included in the 2018 Annual Report on pages 97 to 224).

Item #	Item contents	Reference in the Information Incorporated by Reference
	refusal or such qualifications or disclaimers must be reproduced in full and the reasons given.	See 2017 Financial Statements (included in the 2017 Annual Report on pages 87 to 201).
11.4	<u>Age of latest financial information</u>	
11.4.1	The last year of audited financial information may not be older than 18 months from the date of the registration document.	See 2018 Financial Statements (included in the 2018 Annual Report on pages 97 to 224).
11.5	<u>Legal and arbitration proceedings</u> Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past significant effects on the issuer and/or group's financial position or profitability, or provide an appropriate negative statement.	See 2018 Financial Statements, Note 8; Provisions, contingencies and commitments (included in the 2018 Annual Report on pages 186 to 202).
12.	MATERIAL CONTRACTS A brief summary of all material contracts that are not entered into in the ordinary course of the issuer's business, which could result in any group member being under an obligation or entitlement that is material to the issuer's ability to meet its obligation to security holders in respect of the securities being issued.	See 2018 Form 20-F, "Material Contracts", pages 215 to 216.

Risk Factors Cross-reference table

The following table is included solely for the purpose of indicating the page locations of certain sections of documents included as Information Incorporated by Reference which are referenced in the text of the section herein entitled “*Risk Factors*”.

Cross-Reference	Page Number(s) in Referenced Document
2018 Form 20-F, “Item 4.A—Information on the Company—History and development of the Company—Key transactions and events in 2018”	30-33
2018 Form 20-F, “Item 4.B—Information on the Company—Business overview—Sustainable development—Competitive strengths—Outcome 2: Products that accelerate more sustainable lifestyles”	46-47
2018 Form 20-F, “Item 4.B—Information on the Company—Business overview—Sustainable development—Competitive strengths—Outcome 3: Products that create sustainable infrastructure”	47-48
2018 Form 20-F, “Item 4.B—Information on the Company—Business overview— Mining products—Other raw materials and energy”	62-63
2018 Form 20-F, “Item 4.B—Information on the Company—Business Overview—Government Regulations—Environmental Laws and Regulations”	65-79
2018 Form 20-F, “Item 4.B—Information on the Company—Business Overview—Government Regulations”	65-83
2018 Form 20-F, “Item 4.B—Information on the Company—Business Overview—Government Regulations—Health and Safety Laws and Regulations”	79
2018 Form 20-F, “Item 4.B—Information on the Company—Business overview—Government regulations—Foreign trade”	79-82
2018 Form 20-F, “Item 4.B—Information on the Company—Business Overview—Government Regulations—Key Currency Regulations and Exchange Controls”	82-83

2018 Form 20-F, “Item 4.D—Information on the Company—Property, plant and equipment—Capital expenditure projects”	108-110
2018 Form 20-F, “Item 4.D—Information on the Company—Property, plant and equipment—Capital expenditure projects—Updates on previously announced investment projects”	110
2018 Form 20-F, “Item 5.B—Operating and Financial Review and Prospects—Liquidity and Capital Resources”	149-156
2018 Form 20-F, “Item 5.B—Operating and Financial Review and Prospects—Impact of Exchange Rate Movements”	133-135
2018 Form 20-F, “Item 5.F—Operating and Financial Review and Prospects—Tabular Disclosure of Contractual Obligations”	157
2018 Form 20-F, “Item 7.A—Major Shareholders and Related Party Transactions—Major Shareholders”	199-201
2018 Financial Statements (included in the 2018 Annual Report), Note 2.2.1 “Scope of consolidation—Investment in subsidiaries—List of subsidiaries”	108
2018 Financial Statements (included in the 2018 Annual Report), Note 2.4 “Scope of consolidation—Investment in subsidiaries—Investments in associates and joint arrangements”	115-122
2018 Financial Statements (included in the 2018 Annual Report), Note 5.3 “Goodwill, intangible and tangible assets—Impairment of intangible assets, including goodwill, and tangible assets”	141-144
2018 Financial Statements (included in the 2018 Annual Report), Note 6.3 “Financing and financial instruments—Risk management policy”	159-168
2018 Financial Statements (included in the 2018 Annual Report), Note 7.2 “Personnel expenses and employee benefits—Deferred employee benefits”	169-181
2018 Financial Statements (included in the 2018 Annual Report), Note 8.3 “Provisions, contingencies and	189-200

commitments—Environmental liabilities, asset retirement obligations and legal proceedings”	
2018 Financial Statements (included in the 2018 Annual Report), Note 8.4 “Provisions, contingencies and commitments—Commitments”	200-202
2018 Financial Statements (included in the 2018 Annual Report), Note 9 “Income taxes”	202-208

SUPPLEMENTS TO THE BASE PROSPECTUS

If at any time the Issuer shall prepare a supplement to this Base Prospectus pursuant to the relevant provisions of the Luxembourg Prospectus Law implementing in Luxembourg Article 16 of the Prospectus Directive following the occurrence of a significant new factor, material mistake or inaccuracy relating to the information included in this Base Prospectus which is capable of affecting the assessment of any Notes, the inclusion of which would reasonably be required by investors and their professional advisers, the Issuer will prepare and make available an appropriate supplement to this Base Prospectus, which in respect of any subsequent issue of Notes to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and/or on another European Economic Area regulated market, shall constitute a supplement to the Base Prospectus for the purpose of the relevant provisions of the Luxembourg Prospectus Law.

FORMS OF THE NOTES

Notes

Each Tranche of Notes will initially be in the form of either a temporary global note in bearer form (the “**Temporary Global Note**”), without interest coupons, or a permanent global note in bearer form (the “**Permanent Global Note**”), without interest coupons, in each case as specified in the relevant Final Terms. Each Temporary Global Note or, as the case may be, Permanent Global Note (each a “**Global Note**”) which is not intended to be issued in new global note (“**NGN**”) form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Notes with a depositary or a common depositary for Euroclear Bank SA/NV as operator of the Euroclear System (“**Euroclear**”) and/or Clearstream Banking S.A., Luxembourg (“**Clearstream, Luxembourg**”) and any other relevant clearing system and each Global Notes which is intended to be issued in NGN form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Notes with a common safekeeper for Euroclear and/or Clearstream, Luxembourg.

On 13 June 2006, the European Central Bank (the “**ECB**”) announced that Notes in NGN form are in compliance with the “Standards for the use of EU securities settlement systems in ECB credit operations” of the central banking system for the euro (the “**Eurosystem**”), provided that certain other criteria are fulfilled. At the same time the ECB also announced that arrangements for Notes in NGN form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2006 and that debt securities in global bearer form issued through Euroclear and Clearstream, Luxembourg after 31 December 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used.

In the case of each Tranche of Notes, the relevant Final Terms will also specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (the “**TEFRA C Rules**”) or United States Treasury Regulation §1.163-5(c)(2)(i)(D) (the “**TEFRA D Rules**”) are applicable in relation to the Notes.

Temporary Global Note exchangeable for Permanent Global Note

If the relevant Final Terms specifies the form of Notes as being “Temporary Global Note exchangeable for a Permanent Global Note”, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for interests in a Permanent Global Note, without interest coupons, not earlier than 40 calendar days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Note unless exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Note to the bearer of the

Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

- (i) presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Fiscal Agent; and
- (ii) receipt by the Fiscal Agent of a certificate or certificates of non-U.S. beneficial ownership,

within 7 calendar days of the bearer requesting such exchange.

The principal amount of the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership; provided, however, that in no circumstances shall the principal amount of the Permanent Global Note exceed the initial principal amount of the Temporary Global Note.

The Permanent Global Note will be exchangeable in whole, but not in part, for Notes in definitive form (“**Definitive Notes**”):

- (i) on the expiry of such period of notice as may be specified in the relevant Final Terms; or
- (ii) at any time, if so specified in the relevant Final Terms; or
- (iii) if the relevant Final Terms specifies “in the limited circumstances described in the Permanent Global Note”, then if (a) Euroclear or Clearstream, Luxembourg and any other relevant clearing system is closed for business for a continuous period of 14 calendar days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 12 (*Events of Default*) occurs.

However, in relation to any Notes issued with a denomination of €100,000 (or equivalent) and integral multiples of €1,000 (or equivalent), the Permanent Global Note representing such Notes shall only be exchangeable for Definitive Notes in circumstances set out in paragraph (iii) above.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 calendar days of the bearer requesting such exchange.

Temporary Global Note exchangeable for Definitive Notes

If the relevant Final Terms specifies the form of Notes as being “Temporary Global Note exchangeable for Definitive Notes” and also specifies that the TEFRA C Rules are applicable or that neither the TEFRA C Rules or the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole but

not in part, for Definitive Notes not earlier than 40 calendar days after the issue date of the relevant Tranche of the Notes.

If the relevant Final Terms specifies the form of Notes as being “Temporary Global Note exchangeable for Definitive Notes” and also specifies that the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for Definitive Notes not earlier than 40 calendar days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever the Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Fiscal Agent within 30 calendar days of the bearer requesting such exchange

Permanent Global Note exchangeable for Definitive Notes

If the relevant Final Terms specifies the form of Notes as being “Permanent Global Note exchangeable for Definitive Notes”, then the Notes will initially be in the form of a Permanent Global Note which will be exchangeable in whole, but not in part, for Definitive Notes:

- (i) on the expiry of such period of notice as may be specified in the relevant Final Terms; or
- (ii) at any time, if so specified in the relevant Final Terms; or
- (iii) if the relevant Final Terms specifies “in the limited circumstances described in the Permanent Global Note”, then if (a) Euroclear or Clearstream, Luxembourg and any other relevant clearing system is closed for business for a continuous period of calendar 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 12 (*Events of Default*) occurs.

However, in relation to any Notes issued with a denomination of €100,000 (or equivalent) and integral multiples of €1,000 (or equivalent), the Permanent Global Note representing such Notes shall only be exchangeable for Definitive Notes in circumstances set out in paragraph (iii) above.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 calendar days of the bearer requesting such exchange.

Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Definitive Note will be endorsed on that Note and will consist of the terms and conditions set out under “*Terms and Conditions of the Notes*” below and the provisions of the relevant Final Terms which complete those terms and conditions.

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under “*Conditions applicable to Global Notes*” below.

Legend concerning United States persons

The following legend will appear on all Notes (other than Temporary Global Notes) and any Coupons and Talons appertaining thereto where the TEFRA D Rules are said to be applicable in the Final Terms:

“Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code of 1986, as amended.”

The sections referred to in such legend provide that a United States person who holds a Note, Coupon or Talon will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such Note, Coupon or Talon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, as completed by the relevant Final Terms, will be endorsed on each Note in definitive form issued under the Programme. The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under “*Conditions applicable to Global Notes*” below.

1. Introduction

- (a) *Programme*: ArcelorMittal (the “**Issuer**”) has established a Euro Medium Term Note Programme (the “**Programme**”) for the issuance of up to €10,000,000,000 in aggregate principal amount of notes (the “**Notes**”).
- (b) *Final Terms*: Notes issued under the Programme are issued in series (each a “**Series**”) and each Series may comprise one or more tranches (each a “**Tranche**”) of Notes. Each Tranche is the subject of a form of final terms (the “**Final Terms**”) which completes these terms and conditions (the “**Conditions**”). The terms and conditions applicable to any particular Tranche of Notes are these Conditions as completed by the relevant Final Terms. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.
- (c) *Agency Agreement*: The Notes are the subject of an issue and paying agency agreement dated 29 May 2019 (the “**Agency Agreement**”) between the Issuer, BNP Paribas Securities Services, Luxembourg branch as fiscal agent (the “**Fiscal Agent**”, which expression includes any successor fiscal agent appointed from time to time in connection with the Notes) and the paying agents named therein (together with the Fiscal Agent, the “**Paying Agents**”, which expression includes any successor or additional paying agents appointed from time to time in connection with the Notes). In these Conditions references to the “**Agents**” are to the Paying Agents and any reference to an “**Agent**” is to any one of them.
- (d) *Deed of Covenant*: The Notes shall only be issued in bearer form (“**Bearer Notes**”) and have the benefit of a deed of covenant dated 29 May 2019 (the “**Deed of Covenant**”).
- (e) *The Notes*: All subsequent references in these Conditions to “*Notes*” are to the Notes which are the subject of the relevant Final Terms. Copies of the relevant Final Terms are available for viewing by Noteholders at BNP Paribas Securities Services, Luxembourg branch, 60 avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, and, in respect of listed Notes, on the website of the Luxembourg Stock Exchange (www.bourse.lu) and copies may be obtained from BNP Paribas Securities Services, Luxembourg branch, 60 avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.
- (f) *Agency Agreement and Deed of Covenant*: Certain provisions of these Conditions are outlines of the Agency Agreement and the Deed of Covenant and are subject to their detailed provisions. Noteholders and the holders of the related interest coupons, if any, (the “**Couponholders**” and the “**Coupons**”, respectively) are bound by, and are deemed

to have notice of, all the provisions of the Agency Agreement and the Deed of Covenant applicable to them. Copies of the Agency Agreement and the Deed of Covenant are available for inspection by Noteholders during normal business hours at BNP Paribas Securities Services, Luxembourg branch, 60 avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.

2. **Interpretation**

(a) *Definitions:* In these Conditions the following expressions have the following meanings:

“Accrual Yield” has the meaning given in the relevant Final Terms;

“Additional Business Centre(s)” means the city or cities specified as such in the relevant Final Terms;

“Additional Financial Centre(s)” means the city or cities specified as such in the relevant Final Terms;

“Applicable Accounting Standards” means the International Financial Reporting Standards as adopted in the European Union as amended from time to time;

“Asset(s)” of any Person means, all or any part of its business, undertaking, property, assets, revenues (including any right to receive revenues) and uncalled capital, wherever situated;

“Business Day” means:

- (i) in relation to any sum payable in euro, a TARGET Settlement Day or a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and
- (ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

“Business Day Convention”, in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) **“Following Business Day Convention”** means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) **“Modified Following Business Day Convention”** or **“Modified Business Day Convention”** means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;

- (iii) **“Preceding Business Day Convention”** means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (iv) **“FRN Convention”, “Floating Rate Convention” or “Eurodollar Convention”** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred provided, however, that:
 - (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and
- (v) **“No Adjustment”** means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

“Calculation Agent” means the Fiscal Agent or such other Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

“Calculation Amount” has the meaning given in the relevant Final Terms;

“Coupon Sheet” means, in respect of a Note, a coupon sheet relating to the Note;

A **“Change of Control”** shall be deemed to have occurred at each time that a person (or a group of persons acting in concert) other than one or more members of the Mittal Family controls or acquires control of the Issuer; provided that a Change of Control shall not be deemed to have occurred unless, within the Change of Control Period, (i) if the long-term, unsecured and unsubordinated indebtedness of the Issuer is rated by any one or more Rating Agencies, a Rating Downgrade in respect of that Change of Control occurs and, in the case only of such Rating Downgrade occurring within the Potential Change of Control Period, the relevant Rating Agency does not, within the Potential Change of Control Period, reverse such Rating Downgrade so that the long-term, unsecured and unsubordinated indebtedness of the Issuer has the same or a better credit rating attributed by such Rating Agency than before such Rating Downgrade occurred, or (ii) if the long-term, unsecured and unsubordinated indebtedness of the Issuer is not

rated by any one or more Rating Agencies, a Negative Rating Event in respect of that Change of Control occurs; “**control**” means the power to direct the management and policies of an entity, whether through the ownership of voting capital, by contract or otherwise.

“**Change of Control Period**” means the period commencing on the earlier of (i) the date of the first public announcement of the relevant Change of Control having occurred, and (ii) the first day of the Potential Change of Control Period, and ending 90 calendar days after the date of the first public announcement of the relevant Change of Control having occurred (the “**Initial End Date**”), provided that if one or more Rating Agencies has on or prior to the Initial End Date publicly announced that it has placed the rating of the long-term, unsecured and unsubordinated indebtedness of the Issuer under consideration for Rating Downgrade (the “**Placing on Credit Watch**”), the Change of Control Period shall be extended to the earlier of (i) the later of (a) the date which falls 60 calendar days after the date of the Placing on Credit Watch and (b) the Initial End Date or (ii) the date which falls 60 calendar days after the Initial End Date.

“**Consolidated Financial Statements**” means the most recently published:

- (i) audited annual consolidated financial statements of the Issuer, as approved by its Board of Directors and certified by an independent auditor; or, as the case may be,
- (ii) unaudited (but subject to a review from an independent auditor) condensed consolidated half-year financial statements of the Issuer, as approved by its Board of Directors,

in each case prepared in accordance with Applicable Accounting Standards;

“**Day Count Fraction**” means, in respect of the calculation of an amount for any period of time (the “**Calculation Period**”), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

- (i) if “**Actual/Actual (ICMA)**” is so specified, means:
 - (A) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) where the Calculation Period is longer than one Regular Period, the sum of:
 - (1) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

- (2) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (ii) if “**Actual/Actual (ISDA)**” is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (iii) if “**Actual/365 (Fixed)**” is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if “**Actual/360 (adjusted/unadjusted)**” is so specified, means the actual number of days in the Calculation Period divided by 360;
- (v) if “**30/360**”, “**360/360**” or “**Bond Basis**” is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows

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

where:

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

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

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

“**M₂**” is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

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

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

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

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

where:

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

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

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

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

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

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

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

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

where:

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

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

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

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

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

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

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period;

“Early Redemption Amount (Tax)” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“Early Termination Amount” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms;

“Existing Security” means any Security granted by any Person over its Assets in respect of any Relevant Indebtedness and which is existing at the relevant Issue Date or at the time any such Person becomes a Material Subsidiary or whose business and/or activities, in whole or in part, are assumed by or vested in the Issuer or a Material Subsidiary after the relevant Issue Date (other than any Security created in contemplation thereof) or any substitute Security created over those Assets (or any part thereof) in connection with the refinancing of the Relevant Indebtedness secured on those Assets provided that the principal, nominal or capital amount secured on any such Security may not be increased;

“Extraordinary Resolution” has the meaning given in the Agency Agreement;

“Final Redemption Amount” means, in respect of any Note, its principal amount or such higher amount as may be specified in the relevant Final Terms;

“First Interest Payment Date” means the date specified in the relevant Final Terms;

“Fixed Coupon Amount” has the meaning given in the relevant Final Terms;

“Group” means the Issuer and its Subsidiaries taken as a whole;

“Holder” has the meaning given in Condition 3(b) (*Form, Denomination, Title and Transfer - Title to Notes*);

“Interest Amount” means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;

“Interest Commencement Date” means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

“Interest Determination Date” has the meaning given in the relevant Final Terms;

“Interest Payment Date” means the First Interest Payment Date and any date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or

- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

“Interest Period” means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

“ISDA Definitions” means the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.);

“Issue Date” has the meaning given in the relevant Final Terms;

“Margin” has the meaning given in the relevant Final Terms;

“Material Subsidiary” means, at any time, a Subsidiary of the Issuer whose gross assets or pre-tax profits (excluding intra-Group items) then equal or exceed 5 per cent. of the gross assets or pre-tax profits of the Group.

For this purpose:

- (a) the gross assets or pre-tax profits of a Subsidiary of the Issuer will be determined from its financial statements (unconsolidated if it has Subsidiaries) upon which the latest audited Consolidated Financial Statements of the Group have been based;
- (b) if a company becomes a member of the Group after the date on which the latest audited Consolidated Financial Statements of the Group have been prepared, the gross assets or pre-tax profits of that Subsidiary will be determined from its latest financial statements;
- (c) the gross assets or pre-tax profits of the Group will be determined from its latest audited Consolidated Financial Statements, adjusted (where appropriate) to reflect the gross assets or pre-tax profits of any company or business subsequently acquired or disposed of; and
- (d) if a Material Subsidiary disposes of all or substantially all of its assets to another Subsidiary of the Issuer, it will immediately cease to be a Material Subsidiary and the other Subsidiary (if it is not already) will immediately become a Material Subsidiary; the subsequent financial statements of those Subsidiaries and the Group will be used to determine whether those Subsidiaries are Material Subsidiaries or not;

If there is a dispute as to whether or not a company is a Material Subsidiary, a certificate of the auditors of the Issuer will be, in the absence of manifest error, conclusive and binding on the Issuer and the Noteholders.

“Maturity Date” has the meaning given in the relevant Final Terms;

“Maximum Redemption Amount” has the meaning given in the relevant Final Terms;

“Minimum Redemption Amount” has the meaning given in the relevant Final Terms;

“Mittal Family” means Mr and/or Mrs L.N. Mittal and/or their family (acting directly or indirectly through trusts and/or other entities controlled by any of the foregoing);

“Negative Rating Event” means the Issuer does not within the Change of Control Period obtain an investment grade rating for its long-term, unsecured and unsubordinated indebtedness from at least one Rating Agency;

“Noteholder”, has the meaning given in Condition 3(b) (*Form, Denomination, Title and Transfer - Title to Notes*);

“Optional Redemption Amount (Call)” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“Optional Redemption Amount (Put)” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“Optional Redemption Date (Call)” has the meaning given in the relevant Final Terms;

“Optional Redemption Date (Put)” has the meaning given in the relevant Final Terms;

“Participating Member State” means a Member State of the European Communities which adopts the euro as its lawful currency in accordance with the Treaty;

“Payment Business Day” means:

- (i) if the currency of payment is euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or

- (ii) if the currency of payment is not euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

“Permitted Security” means:

- (i) any Existing Security;
- (ii) any Security granted in respect of or in connection with any Securitisation Indebtedness; or
- (iii) any Security securing Project Finance Indebtedness, but only to the extent that the Security Interest is created on an asset of the project being financed by the relevant Project Finance Indebtedness (and/or the shares in, and/or shareholder loans to, the company conducting such project where such company has no assets other than those relating to such project);

“Person” means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

“Potential Change of Control Period” means the period commencing on the date of the first public announcement of a potential Change of Control by the Issuer, or by any actual or potential bidder or any adviser thereto, and ending on the date of the first public announcement of the relevant Change of Control;

“Principal Financial Centre” means, in relation to any currency, the principal financial centre for that currency provided, however, that:

- (i) in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and
- (ii) in relation to Australian dollars, it means either Sydney or Melbourne and, in relation to New Zealand dollars, it means either Wellington or Auckland; in each case as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

“Project Finance Indebtedness” means any indebtedness incurred by a debtor to finance the ownership, acquisition, construction, development and/or operation of an asset or connected group of assets in respect of which the person or persons to whom such indebtedness is, or may be, owed have no recourse for the repayment of or payment of any sum relating to such indebtedness other than:

- (i) recourse to such debtor or its Subsidiaries for amounts limited to the cash flow from such asset; and/or
- (ii) recourse to such debtor generally, or to a member of the Group, which recourse is limited to a claim for damages (other than liquidated damages and damages required to be calculated in a specific way) for breach of an obligation, representation or warranty (not being a payment obligation, representation or warranty or an obligation, representation or warranty to procure payment by another or an obligation, representation or warranty to comply or to procure compliance by another with any financial ratios or other test of financial condition) by the person against whom such recourse is available; and/or
- (iii) if:
 - (a) such debtor has been established specifically for the purpose of constructing, developing, owning and/or operating the relevant asset or connected group of assets; and
 - (b) such debtor owns no assets and carries on no business which is not related to the relevant asset or connected group of assets,

recourse to all the material assets and undertaking of such debtor and the shares in the capital of such debtor and shareholder loans made to such debtor;

“Put Option Notice” means a notice which must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder in accordance with Condition 9(g) (*Redemption at the Option of Noteholders*) or Condition 9(h) (*Redemption at the Option of Noteholders upon a Put Restructuring Event*);

“Put Option Receipt” means a receipt issued by a Paying Agent to a depositing Noteholder upon deposit of a Note with such Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder in accordance with Condition 9(g) (*Redemption at the Option of Noteholders*) or Condition 9(h) (*Redemption at the Option of Noteholders upon a Put Restructuring Event*);

“Put Restructuring Event” means:

- (a) the Issuer being wound up or dissolved or ceasing to carry on all or substantially all of its business prior to repayment in full of the Notes other than in connection with a merger, consolidation, amalgamation or other form of reorganisation pursuant to which the surviving entity shall be the transferee of or successor to all or substantially all of the business of the Issuer and assumes all of the obligations of the Issuer with respect to the Notes (an **“Issuer Winding-up Event”**) and provided that a Rating Downgrade shall not have occurred within the period of 60 calendar days immediately following such merger, consolidation, amalgamation or reorganisation; or

- (b) any Material Subsidiary being wound up or dissolved or ceasing to carry on all or substantially all of its business (each a “**Material Subsidiary Winding-up Event**”) prior to the repayment in full of the Notes AND a Rating Downgrade having occurred within the period of 60 calendar days immediately following any such Material Subsidiary Winding-up Event, provided that no Put Restructuring Event will be deemed to have occurred under this paragraph (b) if the relevant Material Subsidiary Winding-up Event takes place in connection with a merger, consolidation, amalgamation or other form of reorganisation whereby the undertaking and assets of the relevant Material Subsidiary are transferred to or otherwise vested in one or more of the Issuer or another Material Subsidiary;

“**Rate of Interest**” means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms;

“**Rating Agency**” means any of S&P Global Ratings, Fitch Ratings Ltd. or Moody’s Investors Service, Inc. (or, in each case, any successor rating agency thereto);

“**Rating Downgrade**” means the credit rating previously assigned to the long-term, unsecured and unsubordinated indebtedness of the Issuer by any Rating Agency is (a) withdrawn or (b) is changed from investment grade to non-investment grade (for example, from BBB- to BB+ by Standard & Poor’s Rating Services, a division of The McGraw Hill Companies, Inc., or worse) or (c) if the credit rating previously assigned by the relevant Rating Agency was below investment grade, is lowered one rating notch (for example, from BB+ to BB by Standard & Poor’s Rating Services, a division of The McGraw Hill Companies, Inc.), and such Rating Agency shall have publicly announced or confirmed in writing to the Issuer that such withdrawal or downgrade is principally the result of any event or circumstance comprised in or arising as a result of, or in respect of, the Change of Control or potential Change of Control, the Material Subsidiary Winding-up Event or the Material Subsidiary Insolvency Event, or Issuer Winding-up Event, as the case may be;

“**Redemption Amount**” means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the relevant Final Terms;

“**Reference Banks**” has the meaning given in the relevant Final Terms or, if none, four major banks selected by the Issuer (in consultation with the Calculation Agent) in the market that is most closely connected with the Reference Rate;

“**Reference Price**” has the meaning given in the relevant Final Terms;

“**Reference Rate**” has the meaning given in the relevant Final Terms;

“Regular Period” means:

- (i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **“Regular Date”** means the day and month (but not the year) on which any Interest Payment Date falls; and
- (iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **“Regular Date”** means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

“Relevant Date” means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

“Relevant Financial Centre” has the meaning given in the relevant Final Terms;

“Relevant Indebtedness” means any indebtedness for borrowed money represented by bonds, notes or other debt instruments which are for the time being quoted or listed on any stock exchange or other similar regulated securities market;

“Relevant Screen Page” means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

“Relevant Time” has the meaning given in the relevant Final Terms;

“Reserved Matter” means any proposal to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment, to change the currency of any payment under the Notes or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution;

“Securitisation Indebtedness” means any Relevant Indebtedness which is incurred in connection with any securitisation, asset repackaging, factoring or like arrangement or any combination thereof of any assets, revenues or other receivables where the recourse of the Person making the Relevant Indebtedness available or entering into the relevant arrangement or agreement(s) is limited fully or substantially to such assets or revenues or other receivables;

“Security” means any mortgage, charge, pledge or other real security interest (*sûreté réelle*);

“Specified Currency” has the meaning given in the relevant Final Terms;

“Specified Denomination(s)” has the meaning given in the relevant Final Terms;

“Specified Office” has the meaning given in the Agency Agreement;

“Specified Period” has the meaning given in the relevant Final Terms;

“Subsidiary” means:

- (i) an entity of which a Person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership (and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise); and
- (ii) in relation to the Issuer, an entity which fulfils the definition in paragraph (a) above and which is included in the Consolidated Financial Statements on a fully integrated basis;

“Talon” means a talon for further Coupons;

“TARGET2” means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007;

“TARGET Settlement Day” means any day on which TARGET2 is open for the settlement of payments in euro;

“Treaty” means the Treaty establishing the European Communities, as amended; and

“Zero Coupon Note” means a Note specified as such in the relevant Final Terms.

(b) *Interpretation:* In these Conditions:

- (i) if the Notes are Zero Coupon Notes, references to Coupons and Couponholders are not applicable;
- (ii) if Talons are specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Coupons shall be deemed to include references to Talons;

- (iii) if Talons are not specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Talons are not applicable;
- (iv) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 11 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;
- (v) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 11 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (vi) references to Notes being “outstanding” shall be construed in accordance with the Agency Agreement;
- (vii) if an expression is stated in Condition 2(a) (*Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is “not applicable” then such expression is not applicable to the Notes; and
- (viii) any reference to the Agency Agreement shall be construed as a reference to the Agency Agreement, as the case may be, as amended and/or supplemented up to and including the Issue Date of the Notes.

3. **Form, Denomination, Title and Transfer**

- (a) *Notes:* The Notes are in bearer form with Coupons and, if specified in the relevant Final Terms, Talons attached at the time of issue. Notes shall be issued in the Specified Denomination(s) as set out in the relevant Final Terms save that the minimum denomination of each Note admitted to trading on an European Economic Area Regulated Market in circumstances which require the publication of a Base Prospectus under the Prospectus Directive shall be €100,000 (or its equivalent in any other Specified Currency as at the date of issue of those Notes). In the case of a Series of Notes with more than one Specified Denomination, Notes of one Specified Denomination will not be exchangeable for Notes of another Specified Denomination. In the case of a Series of Notes with more than one Specified Denomination and where integral multiples of a smaller Specified Denomination above a minimum Specified Denomination are issued, the maximum denomination of Notes in definitive form which will be issued will be specified in the relevant Final Terms.
- (b) *Title to Notes:* Title to Notes and the Coupons will pass by delivery. “**Holder**” means the holder of such Note and “**Noteholder**” and “**Couponholder**” shall be construed accordingly.
- (c) *Ownership:* The Holder of any Note or Coupon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof) and no Person shall be liable

for so treating such Holder. No person shall have any right to enforce any term or condition of any Note under the Contracts (Rights of Third Parties) Act 1999.

4. **Status**

The Notes and Coupons constitute direct, unconditional, unsecured (subject to the provisions of Condition 5 below) and unsubordinated obligations of the Issuer and rank and will rank at all times *pari passu* without any preference or priority among themselves and (subject to such exceptions as are from time to time mandatory under Luxembourg law) equally and rateably with all other present or future unsecured and unsubordinated obligations (including indebtedness and guarantees) of the Issuer.

5. **Negative Pledge**

The Issuer covenants that so long as any of the Notes or Coupons remains outstanding (as defined in the Agency Agreement) it will not, and will procure that no Material Subsidiary will, create or permit to subsist any Security upon any of its Assets, present or future, to secure any Relevant Indebtedness incurred or guaranteed by it or by any Material Subsidiary (whether before or after the issue of the Notes) other than Permitted Security unless the obligations of the Issuer under the Notes are (i) equally and rateably secured so as to rank *pari passu* with such Relevant Indebtedness or the guarantee thereof or (ii) benefit from any other Security or arrangement as shall be approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the Noteholders in a general meeting.

6. **Fixed Rate Note Provisions**

- (a) *Application:* This Condition 6 (*Fixed Rate Note Provisions*) is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Accrual of interest:* The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven calendar days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).
- (c) *Fixed Coupon Amount:* The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.

- (d) *Calculation of interest amount:* The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount. For this purpose a “**sub-unit**” means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

7. Floating Rate Note Provisions

- (a) *Application:* This Condition 7 (*Floating Rate Note Provisions*) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Accrual of interest:* The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven calendar days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).
- (c) *Screen Rate Determination:* If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis:
- (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
 - (ii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
 - (iii) if, in the case of (i) above, such rate does not appear on that page or, in the case of (ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:
 - (A) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at

approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and

(B) determine the arithmetic mean of such quotations; and

- (iv) if fewer than two such quotations are provided as requested, the Rate of Interest will be the rate per annum (or the arithmetic mean of the rates per annum determined by the Calculation Agent, if applicable) as communicated to the Issuer and the Calculation Agent (at the request of the Issuer) by the Reference Banks or any two major banks in the Principal Financial Centre of the Specified Currency, at which such banks were offered at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the applicable inter-bank market,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; provided, however, that if it is not possible to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Notes in respect of the preceding Interest Period;

- (v) Notwithstanding paragraphs 7(c)(iii) and (iv) above, if the Issuer (in consultation with the Calculation Agent) determines at any time prior to any Interest Determination Date that a Benchmark Event has occurred, it will as soon as reasonably practicable, and in any event no later than two Business Days prior to the applicable Interest Determination Date, appoint an agent (the “**Reference Rate Determination Agent**”), which will (i) use the substitute or successor rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction of the Specified Currency specified in the relevant Final Terms that is consistent with industry accepted standards or (ii) if no such public selection has occurred, determine a substitute or successor rate which is substantially comparable to the relevant Reference Rate and is an industry accepted successor rate for the purpose of determining the Reference Rate on each Interest Determination Date falling on or after the date of such determination (the “**Replacement Reference Rate**”). If the Reference Rate Determination Agent determines that there is a Replacement Reference Rate, the Reference Rate Determination Agent will notify the Issuer and the Calculation Agent of the Replacement Reference Rate to be used by the Calculation Agent to determine the Rate of Interest.

- (vi) If the Reference Rate Determination Agent has determined a Replacement Reference Rate, then for the purpose of determining the Reference Rate on each Interest Determination Date falling on or after such determination:
- i. the Reference Rate Determination Agent, in consultation with the Issuer, will also determine the changes (if any) required to the Conditions, including but not limited to the applicable Business Day Convention, the definition of Business Day, the Interest Determination Date, the Day Count Fraction (the “**Benchmark Amendments**”), and any method for obtaining the Replacement Reference Rate, including any adjustment needed to make such Replacement Reference Rate comparable to the relevant Reference Rate and any necessary adjustment to the spread to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders resulting from the application of the Replacement Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Reference Rate;
 - ii. references to the Reference Rate in these Conditions will be deemed to be references to the relevant Replacement Reference Rate including any alternative method for determining such rate as described in (i) above; and
 - iii. the Reference Rate Determination Agent will notify the Issuer of the Replacement Reference Rate and the details described in (i) above, as soon as reasonably practicable;

The determination of the Replacement Reference Rate and the other matters referred to above by the Reference Rate Determination Agent will (in the absence of manifest error) be final and binding on the Issuer, the Calculation Agent and the Noteholders. If the Reference Rate Determination Agent appointed by the Issuer determines for any reason that a Replacement Reference Rate cannot, pursuant to this Condition, be determined or does not constitute an industry accepted successor rate, the Issuer may decide that no Replacement Reference Rate will be adopted and the Reference Rate for the following Interest Periods in such case will be equal to the last Reference Rate available on the Relevant Screen Page as determined by the Calculation Agent.

If a new Benchmark Event occurs in respect of the then applicable Replacement Reference Rate, or if the Reference Rate Determination Agent considers that such Replacement Reference Rate is no longer substantially comparable to the relevant Reference Rate or does not constitute an industry accepted successor rate, the Issuer shall appoint or re-appoint a Reference Rate Determination Agent (which may or may not be the same entity as the original Reference Rate Determination Agent) for the purposes of confirming the Replacement Reference Rate or determining a substitute Replacement Reference Rate in an identical manner as described above. If such Reference Rate Determination

Agent is unable to or otherwise does not determine a substitute Replacement Reference Rate, then the Replacement Reference Rate will remain unchanged.

The Issuer will give notice of the Reference Rate or Replacement Reference Rate, as the case may be, and of the Benchmark Amendments (if any), to the Fiscal Agent, the Calculation Agent, the Paying Agent and the Noteholders in accordance with Condition 18 (*Notices*) as soon as reasonably practicable but in any event no later than 5:00 p.m. (London time) two Business Days prior to the applicable Interest Determination Date. Such notice shall be irrevocable and binding and shall specify the effective date of the Benchmark Amendments (if any). For the avoidance of doubt, the Fiscal Agent shall, at the direction and expense of the Issuer, effect such consequential amendments to the Agency Agreement and these Conditions as may be required in order to give effect to this paragraph (vi). No noteholder consent shall be required in connection with effecting the Replacement Reference Rate or such other changes pursuant to this paragraph (vi), including for the execution of any documents or other steps by the Fiscal Agent, Calculation Agent or Paying Agents (if required).

The Reference Rate Determination Agent may be a leading bank or benchmark agent in the principal financial centre of the Specified Currency as appointed by the Issuer. The Reference Rate Determination Agent appointed pursuant to this Condition 7 shall act in good faith in a commercially reasonable manner as an independent expert and in consultation with the Issuer. In the absence of bad faith, fraud or manifest error, the Reference Rate Determination Agent shall have no liability whatsoever to the Issuer, the Calculation Agent, the Paying Agent, the Noteholders, or any other party responsible for determining the Rate of Interest specified in the applicable Final Terms.

For the purposes of these Conditions, a “**Benchmark Event**” means, with respect to the relevant Reference Rate, any of the following:

- (i) the relevant Reference Rate ceasing to exist or to be published for a period of at least 5 Business Days or having been permanently or indefinitely discontinued;
- (ii) the later of (a) the making of a public statement or publication of information by or on behalf of the administrator of the relevant Reference Rate that it will, on or before a specified date, cease publishing the relevant Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the relevant Reference Rate) and (b) the date falling six months prior to the date specified in (ii)(a);
- (iii) the later of (a) the making of a public statement or publication of information by or on behalf of the supervisor of the administrator of the relevant Reference Rate, the central bank for the currency of the Reference Rate, a resolution authority with jurisdiction over the administration for the Reference Rate or a court or an entity with similar

insolvency or resolution authority over the administrator of the Reference Rate, stating that the relevant Reference Rate has been or will be, on or before a specified date, permanently or indefinitely discontinued (in circumstances where no successor administrator has been appointed that will continue publication of the relevant Reference Rate) and (b) the date falling six months prior to the date specified in (iii)(a);

- (iv) the making of a public statement or publication of information by or on behalf of the supervisor of the administrator of the relevant Reference Rate announcing that the relevant Reference Rate is no longer representative or as a consequence of which the relevant Reference Rate will be prohibited from being used generally or in respect of the Notes or that its use will be subject to restrictions or adverse consequences, in each case within the following six months; or
 - (v) it has or will prior to the next Interest Determination Date, become unlawful for the Issuer, the Calculation Agent, the Fiscal Agent or any Paying Agent (as applicable) to calculate any payments due to be made to any Noteholder using the relevant Reference Rate (including, without limitation, under the Benchmarks Regulation (EU) 2016/1011, if applicable).
- (d) *ISDA Determination:* If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where “ISDA Rate” in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
- (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;
 - (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms; and
 - (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either (A) if the relevant Floating Rate Option is based on the London inter-bank offered rate (LIBOR) for a currency, the first day of that Interest Period or (B) in any other case, as specified in the relevant Final Terms.
- (e) *Linear Interpolation:* Where Linear Interpolation is specified in the relevant Final Terms as applicable in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified in the relevant Final Terms as applicable) or the relevant Floating Rate Option (where ISDA Determination is specified in the

relevant Final Terms as applicable), one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Accrual Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Accrual Period provided however that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

“Applicable Maturity” means: (a) in relation to Screen Rate Determination, the period of time designated in the Reference Rate, and (b) in relation to ISDA Determination, the Designated Maturity.

- (f) *Maximum or Minimum Rate of Interest:* If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. The Minimum Rate of Interest shall be no less than zero.
- (g) *Calculation of Interest Amount:* The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. For this purpose a **“sub-unit”** means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.
- (h) *Calculation of other amounts:* If the relevant Final Terms specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms.
- (i) *Publication:* The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents and each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than (i) the first day of the relevant Interest Period if determined prior to such time, or (ii) in all other cases, the second Business Day after such determination. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice

in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.

- (j) *Notifications etc:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agents, the Noteholders and the Couponholders.
- (k) *Fixed/Floating Rate Notes:* Each Fixed/Floating Rate Note bears interest at a rate (i) that the Issuer may decide to convert at the date specified in the relevant Final Terms from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate or (ii) which shall be automatically converted from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate at the date specified in the relevant Final Terms.

8. **Zero Coupon Note Provisions**

- (a) *Application:* This Condition 8 (*Zero Coupon Note Provisions*) is applicable to the Notes only if the Zero Coupon Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Late payment on Zero Coupon Notes:* If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:
 - (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven calendar days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

9. **Redemption and Purchase**

- (a) *Scheduled redemption:* Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 10 (*Payments*).
- (b) *Redemption for tax reasons:* If, by reason of a change in Luxembourg law or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the Issuer would, on the occasion of the payment of principal or interest in respect of the Notes or Coupons, not be able to make such payment without having to pay additional amounts as specified under Condition 11 (*Taxation*), the Issuer may, at any

time (or, if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, on any Interest Payment Date), subject to having given not more than 60 nor less than 30 calendar days' prior notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 18 (*Notices*), redeem all, but not some only, of the Notes at their principal amount with accrued interest (if any) to the date set for redemption provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal and interest without withholding for Luxembourg taxes. The Issuer shall ensure that the Luxembourg Stock Exchange (in the event that the Notes are listed on the Luxembourg Stock Exchange) is promptly informed of any redemption under this Condition 9(b).

(c) *Make-whole Redemption by the Issuer:*

Unless specified as not being applicable in the relevant Final Terms, the Issuer may, having given:

- (i) not less than 15 nor more than 30 calendar days' notice to the Noteholders in accordance with Condition 18 (*Notices*); and
- (ii) not less than 15 calendar days before the giving of notice referred to in (i) above, notice to the Fiscal Agent, the Quotation Agent and such other parties as may be specified in the Final Terms,

which notices shall be irrevocable and shall specify the date fixed for redemption (each such date, a **"Make-whole Redemption Date"**) redeem, in whole or in part, the Notes then outstanding at any time prior to their Maturity Date at their relevant Make-whole Redemption Amount.

"Calculation Date" means the fourth Business Day prior to the Make-whole Redemption Date.

"Make-whole Redemption Amount" means the sum of:

- (i) the greater of (x) the Final Redemption Amount of the Notes so redeemed and (y) the sum of the then present values of the remaining scheduled payments of principal and interest on such Notes (excluding any interest accruing on the Notes to, but excluding, the relevant Make-whole Redemption Date) discounted to the relevant Make-whole Redemption Date on either an annual or a semi-annual basis (as specified in the relevant Final Terms) at the Make-whole Redemption Rate plus a Make-whole Redemption Margin; and
- (ii) any interest accrued but not paid on the Notes to, but excluding, the Make-whole Redemption Date,

as determined by the Quotation Agent and as notified on the Calculation Date by the Quotation Agent to the Issuer, the Fiscal Agent and such other parties as may be specified in the Final Terms.

“Make-whole Redemption Margin” means the margin specified as such in the relevant Final Terms.

“Make-whole Redemption Rate” means the average of the four quotations given by the Reference Dealers of the mid-market yield to maturity of the Reference Security on the fourth Business Day preceding the Make-whole Redemption Date at 11:00 a.m. (Central European Time (“CET”)) (**“Reference Dealer Quotation”**).

“Quotation Agent” means any Dealer or any other international credit institution or financial services institution appointed by the Issuer for the purpose of determining the Make-whole Redemption Amount, in each case as such Quotation Agent is identified in the relevant Final Terms.

“Reference Dealers” means each of the four banks, as specified in the relevant Final Terms, selected by the Quotation Agent, which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues.

“Reference Security” means the security specified as such in the relevant Final Terms. If a Reference Security is no longer outstanding, a Similar Security will be chosen by the Quotation Agent at 11:00 a.m. (CET) on the fourth Business Day preceding the Make-whole Redemption Date, quoted in writing by the Quotation Agent to the Issuer and published in accordance with Condition 18 (*Notices*).

“Similar Security” means the security specified as such in the relevant Final Terms.

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Quotation Agent shall (in the absence of manifest error) be final and binding upon all parties.

In the case of a partial redemption of Notes, the relevant provisions of Condition 9(e) shall apply mutatis mutandis to this Condition 9(c).

- (d) *Residual Maturity Call Option*: If a Residual Maturity Call Option is specified in the relevant Final Terms, the Issuer may, on giving not less than 15 nor more than 30 calendar days’ irrevocable notice in accordance with Condition 18 to the Noteholders redeem the Notes, in whole but not in part, at par together with interest accrued to, but excluding, the date fixed for redemption, which shall be no earlier than three (3) months before the Maturity Date.
- (e) *Redemption at the option of the Issuer*: If the call option (**“Call Option”**) is specified in the relevant Final Terms as being applicable, the Notes may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer’s giving not less than 30 nor more than 60 calendar days’ notice to the Noteholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes or, as the case may be, the Notes specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).

- (f) *Partial redemption:* If the Notes are to be redeemed in part only on any date in accordance with Condition 9(e) (*Redemption at the option of the Issuer*), the Notes to be redeemed shall be selected by the drawing of lots in such place as the Fiscal Agent reasonably approves and in such manner as may be fair and reasonable in the circumstances, subject to compliance with applicable law, the rules of each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation and the notice to Noteholders referred to in Condition 9(e) (*Redemption at the option of the Issuer*) shall specify the serial numbers of the Notes so to be redeemed. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.
- (g) *Redemption at the option of Noteholders:* If the put option (the “**Put Option**”) is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the Holder of any Note redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this Condition 9(g), the Holder of a Note must, not less than 30 nor more than 60 calendar days before the relevant Optional Redemption Date (Put), deposit with any Paying Agent such Note together with all unmatured Coupons relating thereto and a duly completed Put Option Notice in the form obtainable from any Paying Agent. The Paying Agent with which a Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 9(g), may be withdrawn; *provided, however, that* if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by a Paying Agent in accordance with this Condition 9(g), the depositor of such Note and not such Paying Agent shall be deemed to be the Holder of such Note for all purposes.
- (h) *Redemption at the option of Noteholders upon a Put Restructuring Event:* If the Put Restructuring Event option (the “**Put Restructuring Event Option**”) is specified in the relevant Final Terms as being applicable and if at any time while any of the Notes remain outstanding a Put Restructuring Event occurs, the Issuer shall, at the option of the Holder of any Note, redeem such Note on the Optional Redemption Date (Put) at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date (unless, prior to the giving of the Put Option Notice, the Issuer gives notice under Condition 9(b) (*Redemption for tax reasons*) in respect of the Notes or the Optional Redemption Date (Put) would fall on or after the Maturity Date) specified in the relevant Put Restructuring Event Option.

Promptly upon the Issuer becoming aware that a Put Restructuring Event has occurred, the Issuer shall give notice to the Fiscal Agent and, upon receipt of such notice, the Fiscal Agent shall give a Put Option Notice to the Noteholders in accordance with Condition 18 (*Notices*) specifying the procedure for exercising the option contained in this Condition 9(h).

To exercise the option to require redemption of its Notes under this Condition 9(h), a Noteholder must deliver such Notes together with all Coupons relating to them which mature after the date fixed for redemption, on any TARGET Business Day falling within the period (the “**Restructuring Put Period**”) of 45 calendar days after a Put Option Notice is given, to any Paying Agent together with a duly completed redemption notice in the form obtainable from any Paying Agent and in which the holder may specify a bank account to which payment is to be made under this Condition 9(h).

Payment in respect of such Notes will be made on the Optional Redemption Date (Put) by transfer to the bank account specified in the Put Option Notice and otherwise subject to the provisions of Condition 10 (*Payments*). A Put Option Notice once given shall be irrevocable. The Issuer shall redeem the relevant Notes on the Optional Redemption Date (Put) unless previously redeemed or purchased.

The Fiscal Agent is under no obligation to ascertain whether a Put Restructuring Event or any event which could lead to the occurrence of or could constitute a Put Restructuring Event has occurred and until it shall have actual knowledge or express notice to the contrary, the Fiscal Agent may assume that no Put Restructuring Event or other such event has occurred. The Issuer shall ensure that the Luxembourg Stock Exchange (in the event that the Notes are listed on the official list of the Luxembourg Stock Exchange) is promptly informed of any redemption under this Condition 9(h).

- (i) *Offer to Purchase upon a Change of Control:* If at any time while any of the Notes remains outstanding there occurs a Change of Control, the Issuer (unless, prior to the giving of the Change of Control Notice, the Issuer gives notice under Condition 9(b) (*Redemption for tax reasons*) in respect of the Notes or the Change of Control Redemption Date would fall on or after the Maturity Date) will make an offer to purchase and redeem all or a portion of each Noteholder’s Notes (a “**Change of Control Offer**”) on the Change of Control Redemption Date. Each such Note shall be purchased and redeemed at 101 per cent. of its principal amount together with interest accrued to (but excluding) the Change of Control Redemption Date.

Within 30 calendar days following the date upon which the Change of Control occurred, the Issuer shall give notice to the Fiscal Agent and, upon receipt of such notice, the Fiscal Agent shall give notice (a “**Change of Control Notice**”) to the Noteholders in accordance with Condition 18 (*Notices*) specifying the procedure and the terms of the Change of Control Offer contained in this Condition 9(i). Such Change of Control Notice will state, amongst other things, the date of purchase and redemption (the “**Change of Control Redemption Date**”), which must be no earlier than 30 calendar days nor later than 60 calendar days from the date such Change of Control Notice is given.

Noteholders electing to have Notes purchased pursuant to a Change of Control Offer under this Condition 9(i) must deliver such Notes together with all Coupons relating to them which mature after the date fixed for redemption, prior to the close of business in Luxembourg on the third Business Day prior to the Change of Control Redemption Date (the “**Change of Control Redemption Deadline**”), to any Paying Agent together with a duly completed redemption notice in the form obtainable from any Paying Agent (the “**Change of Control Redemption Notice**”) and in which the holder may specify a bank account to which payment is to be made under this Condition 9(i).

For the avoidance of doubt, the Change of Control Offer will lapse as of the Change of Control Redemption Deadline and any Change of Control Redemption Notice received after such time shall be treated as null and void and the Issuer shall not, nor be required to, purchase any of the Notes that are subject of such notice.

Payment in respect of such Notes will be made on the Change of Control Redemption Date by transfer to the bank account specified in the Change of Control Redemption Notice and otherwise subject to the provisions of Condition 10 (*Payments*). A Change of Control Redemption Notice once given shall be irrevocable. The Issuer shall redeem the relevant Notes on the Change of Control Redemption Date unless previously redeemed or purchased.

The Fiscal Agent is under no obligation to ascertain whether a Change of Control or any event which could lead to the occurrence of or could constitute a Change of Control has occurred and until it shall have actual knowledge or express notice to the contrary, the Fiscal Agent may assume that no Change of Control or other such event has occurred. The Issuer shall ensure that the Luxembourg Stock Exchange (in the event that the Notes are listed on the Luxembourg Stock Exchange) is promptly informed of any purchase and redemption under this Condition 9(i).

- (j) *No other redemption:* The Issuer shall not be entitled to redeem the Notes otherwise than as provided in paragraphs (a) to (h) above unless specified in the Final Terms.
- (k) *Early redemption of Zero Coupon Notes:* Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:
 - (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Final Terms for the purposes of this Condition 9(k) or, if none is so specified, a Day Count Fraction of 30E/360.

- (l) *Purchase*: The Issuer or any of its Subsidiaries or affiliates may at any time purchase Notes in the open market or otherwise and at any price, provided that all unmatured Coupons are purchased therewith.
- (m) *Cancellation*: All Notes so redeemed or purchased by the Issuer or any of its Subsidiaries and any unmatured Coupons attached to or surrendered with them shall be cancelled and may not be reissued or resold.

10. **Payments**

- (a) *Principal*: Payments of principal shall be made only against presentation and (provided that payment is made in full) surrender of Notes at the Specified Office of any Paying Agent outside the United States by cheque drawn in the currency in which the payment is due on, or by credit or transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London).
- (b) *Interest*: Payments of interest shall, subject to paragraph (h) below, be made only against presentation and (provided that payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in paragraph (a) above.
- (c) *Payments in New York City*: Payments of principal or interest on notes denominated in U.S. Dollars may be made at the Specified Office of a Paying Agent in New York City if (i) the Issuer has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Notes in the currency in which the payment is due when due, (ii) payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions and (iii) payment is permitted by applicable United States law without involving, in the opinion of the Issuer, any adverse tax consequences to the Issuer.
- (d) *Payments subject to fiscal laws*: All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 11 (*Taxation*). No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (e) *Deductions for unmatured Coupons*: If the relevant Final Terms specifies that the Fixed Rate Note Provisions are applicable and a Note is presented without all unmatured Coupons relating thereto:
 - (i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; provided, however, that if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be

that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;

- (ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:
 - (A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the “**Relevant Coupons**”) being equal to the amount of principal due for payment; provided, however, that where this subparagraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and
 - (B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; provided, however, that, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in paragraph (a) above against presentation and (provided that payment is made in full) surrender of the relevant missing Coupons.

- (f) *Unmatured Coupons void:* If the relevant Final Terms specifies that this Condition 10(f) is applicable or that the Floating Rate Note Provisions are applicable, on the due date for final redemption of any Note or early redemption in whole of such Note pursuant to Condition 9(b) (*Redemption for tax reasons*), Condition 9(c) (*Make-Whole Redemption by the Issuer*), Condition 9(d) (*Residual Maturity Call Option*), Condition 9(e) (*Redemption at the option of the Issuer*), Condition 9(g) (*Redemption at the option of Noteholders*), Condition 9(h) (*Redemption at the option of Noteholders upon a Put Restructuring Event*), Condition 9(i) (*Offer to Purchase upon a Change of Control*) or Condition 12 (*Events of Default*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.
- (g) *Payments on business days:* If the due date for payment of any amount in respect of any Note or Coupon is not a Payment Business Day in the place of presentation, the Holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.
- (h) *Payments other than in respect of matured Coupons:* Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Notes at the Specified Office of any Paying Agent outside the United States (or in New York City if permitted by paragraph (c) above).

- (i) *Partial payments:* If a Paying Agent makes a partial payment in respect of any Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.
- (j) *Exchange of Talons:* On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Fiscal Agent for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 13 (*Prescription*)). Upon the due date for redemption of any Note, any unexchanged Talon relating to such Note shall become void and no Coupon will be delivered in respect of such Talon.

11. **Taxation**

- (a) All payments of principal and interest by or on behalf of the Issuer in respect of the Notes and the Coupons shall be made free and clear of, and without withholding or deduction for any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the Grand Duchy of Luxembourg therein or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as may be necessary in order that each Noteholder and Couponholder after such deduction or withholding will receive the full amount then due and payable thereon in the absence of such deduction or withholding, except that no such additional amounts shall be payable in respect of any Note or Coupon:
 - (i) presented for payment by or on behalf of a Holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of its having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Note or Coupon; or
 - (ii) where such deduction or withholding is imposed pursuant to the Luxembourg law of 23 December 2005 on taxation of savings income, as amended ; or
 - (iii) held by or on behalf of a Holder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another paying agent; or
 - (iv) where the relevant Note or Coupon is presented or surrendered for payment more than 30 calendar days after the Relevant Date except to the extent that the Holder of such Note or Coupon would have been entitled to such additional amounts on presenting or surrendering such Note or Coupon for payment on the last day of such period of 30 calendar days.

12. Events of Default

If any of the following events occurs:

- (a) *Non-payment*: any amount of interest or any principal on any Note shall not be paid on the due date thereof and such default shall not be remedied within a period of twenty (20) calendar days; or
- (b) *Breach of other obligations*: if default is made by the Issuer in the due performance or observance of any other of its obligations in these Conditions and such default continues for a period of forty (40) calendar days following receipt of a written notice of such default by the Fiscal Agent from any Noteholder; or
- (c) *Cross default*: any present or future financial indebtedness of the Issuer or any Material Subsidiary for or in respect of moneys borrowed or raised, other than the Notes and any moneys borrowed or raised by the Issuer or any Material Subsidiary from any other member of the Group, shall not be paid when it shall become due and payable on its stated maturity date (following the giving of such notice, if any, as is required under the document governing such indebtedness and as extended by any applicable grace period) or becomes due and payable prior to its stated maturity by reason of the occurrence of any default or event of default, or the Issuer or any Material Subsidiary fails to pay when due any amount payable by it under any present or future guarantees for, or indemnity in respect of, any such financial indebtedness (other than in respect of any such guarantee or indemnity granted in favour of any other member of the Group) (i) unless the aggregate amount of all such financial indebtedness or guarantees or indemnities is less than €100,000,000 or its equivalent in any other currencies or (ii) unless the Issuer or any such Material Subsidiary, as the case may be, has disputed in good faith by appropriate proceedings that such financial indebtedness is due or such guarantees or indemnities are callable, in which event such default shall not constitute an event of default hereunder so long as the dispute shall not have been finally adjudicated against the Issuer or any such Material Subsidiary, as the case may be and the latter has not complied with the terms of such judicial decision within ten (10) Business Days; or
- (d) *Insolvency etc*:
 - (i) (A) If the Issuer is in cessation of payments (*cessation de paiements*) or is declared by a court of competent jurisdiction to be bankrupt (*en faillite*) or presents a request for controlled management (*gestion contrôlée*) or is granted a moratorium on payments (*sursis de paiement*) or a moratorium of any indebtedness or enters into a composition with its creditors (*concordat préventif de la faillite*), or is declared in liquidation under a compulsory liquidation procedure (*liquidateur judiciaire*) or suspends or threatens to stop or suspend payment of all or a material part of (or

of a particular type of) its debts within the meaning of any applicable law, proposes or makes any agreement for the deferral, rescheduling or other readjustment of all of (or all of a particular type of) its debts (or any part which it will or might otherwise be unable to pay when due), proposes or makes a general assignment or any arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or moratorium is agreed or declared in respect of or affecting all or any part of (or a particular type of) the debts of the Issuer or any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the foregoing events, or (B) if any corporate action, legal proceedings or other procedure or step is taken in relation to the appointment of a liquidator under a compulsory liquidation procedure (*liquidateur judiciaire*), receiver (*curateur*), administrative receiver, administrator (*commissaire à la gestion contrôlée*), compulsory manager or other similar officer in respect of the Issuer or all or a substantial part of its assets; or

- (ii) If any Material Subsidiary is (or is deemed by law or a court to be) insolvent or bankrupt or presents a request for controlled management (*gestion contrôlée*) or is granted a moratorium on payments or is unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a material part of (or all of a particular type of) its debts within the meaning of any applicable law, proposes or makes any agreement for the deferral, rescheduling or other readjustment of all of (or all of a particular type of) its debts (or any part which it will or might otherwise be unable to pay when due), proposes or makes a general assignment or any arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or moratorium is agreed or declared in respect of or affecting all or any part of (or a particular type of) the debts of any such Material Subsidiary or any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the foregoing events (in each case, a “**Material Subsidiary Insolvency Event**”), provided that no Event of Default under this paragraph (ii) will occur in relation to any such Material Subsidiary Insolvency Event unless a Rating Downgrade shall have occurred within the period of sixty (60) calendar days immediately following such Material Subsidiary Insolvency Event,

then any Note may, by notice in writing given to the Fiscal Agent at its Specified Office by the relevant Holder, be declared immediately due and payable whereupon it shall become immediately due and payable at its principal amount together with accrued interest to (but excluding) the date of repayment without further formality, unless prior

to the receipt of such notice by the Fiscal Agent the relevant Event of Default shall have been cured.

13. **Prescription**

Claims for principal in respect of Notes shall become void unless the relevant Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest in respect of Notes shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date.

14. **Replacement of Notes and Coupons**

If any Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Fiscal Agent, in the case of Notes (and, if the Notes are then admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Paying Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system), subject to all applicable laws and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the costs and expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

15. **Agents**

In acting under the Agency Agreement and in connection with the Notes and the Coupons, the Agents act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders or Couponholders.

The initial Agents and their initial Specified Offices are listed below. The initial Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor fiscal agent or Calculation Agent and additional or successor paying agents; provided, however, that:

- (a) the Issuer shall at all times maintain a fiscal agent; and
- (b) if a Calculation Agent is specified in the relevant Final Terms, the Issuer shall at all times maintain a Calculation Agent; and
- (c) if and for so long as the Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Issuer shall maintain a Paying Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in any of the Agents or in their Specified Offices shall promptly be given to the Noteholders.

16. **Meetings of Noteholders; Modification and Waiver**

- (a) *Meetings of Noteholders:* The Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and shall be convened by it upon the request in writing of Noteholders holding not less than one-tenth of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing one more than half of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, two or more Persons being or representing Noteholders whatever the principal amount of the Notes held or represented; provided, however, that Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less than 100% of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of all Noteholders who for the time being are entitled to receive notice of a meeting of Noteholders will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

- (b) *Modification:* The Notes, these Conditions and the Deed of Covenant may be amended without the consent of the Noteholders or the Couponholders to correct a manifest error. In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.

17. **Further Issues**

The Issuer may from time to time, without the consent of the Noteholders or the Couponholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the amount and date of the first payment of interest) so as to form a single series with the Notes.

18. **Notices**

Notices to the Holders of Notes shall be valid if published in a leading English language daily newspaper published in London (which is expected to be the Financial Times) and, if the Notes are admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and it is a requirement of applicable law or regulations, a leading newspaper

having general circulation in Luxembourg (which is expected to be the Luxembourgish Wort) or published on the website of the Luxembourg Stock Exchange (www.bourse.lu) or in either case, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Holders of Notes.

19. **Currency Indemnity**

If any sum due from the Issuer in respect of the Notes or the Coupons or any order or judgment given or made in relation thereto has to be converted from the currency (the “**first currency**”) in which the same is payable under these Conditions or such order or judgment into another currency (the “**second currency**”) for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

20. **Rounding**

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

21. **Governing Law and Jurisdiction**

- (a) *Governing law:* The Notes and any non-contractual obligations arising out of or in connection with the Notes are governed by, and shall be construed in accordance with, English law.

For the avoidance of doubt, the provisions of Articles 470-1 to 470-19 of the Luxembourg law of 10 August 1915 on commercial companies, as amended, do not apply to the provisions of Condition 16 (*Meetings of Noteholders; Modification and Waiver*).

- (b) *English courts*: Subject to paragraph (d) below, the courts of England have exclusive jurisdiction to settle any dispute (a “**Dispute**”) arising out of or in connection with the Notes (including a dispute relating to the existence, validity or termination of the Notes or any non-contractual obligation arising out of or in connection with the Notes) or the consequences of their nullity.
- (c) *Appropriate forum*: The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.
- (d) *Rights of the Noteholders to take proceedings outside England*: Condition 21(b) (*English courts*) is for the benefit of the Noteholders only. As a result, nothing in this Condition 21 (*Governing law and Jurisdiction*) prevents any Noteholder from taking proceedings relating to a Dispute (“**Proceedings**”) in any other courts with jurisdiction. To the extent allowed by law, Noteholders may take concurrent Proceedings in any number of jurisdictions.
- (e) *Service of process*: The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to ArcelorMittal Limited, 7th Floor, Berkeley Square House, Berkeley Square, London, W1J 6DA (United Kingdom), at which service of process may be served on it in accordance with Part 34 of the Companies Act 2006. Nothing in this paragraph shall affect the right of any Noteholder to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.

USE OF PROCEEDS

The net proceeds of each issue of Notes will be applied for the general corporate and financing purposes of the Issuer and its consolidated subsidiaries, including to refinance existing indebtedness.

FORM OF FINAL TERMS

The Final Terms in respect of each Tranche of Notes will be substantially in the following form, duly completed to reflect the particular terms of the relevant Notes and their issue. Text in this section appearing in italics does not form part of the form of the Final Terms but denotes directions for completing the Final Terms.

The final terms have been prepared for the purpose of Article 5(4) of Directive 2003/71/EC, as amended or superseded, and must be read in conjunction with the Base Prospectus [and the supplement[s] to the Base Prospectus dated [date]]. The Base Prospectus [and the supplement[s] to the Base Prospectus dated [date]] are published in accordance with Article 14 of Directive 2003/71/EC, as amended or superseded, including by Regulation (EU) 2017/1129. In order to get the full information both the Base Prospectus and the final terms must be read in conjunction.

The final terms may include the signature of the legal representative of the issuer or the person responsible for the prospectus according to the relevant national law or the signature of both.

[PRIIPs / IMPORTANT – EUROPEAN ECONOMIC AREA (“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 Directive 2014/65/EU (as amended, “**MiFID II**”) or (ii) a customer within the meaning of Directive 2016/97/EU, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors (as defined above) in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any such retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

MiFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (“**MiFID II**”)] [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/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.

[Singapore Securities and Futures Act Product Classification – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore) (the “**SFA**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are [“prescribed capital markets products”]/[capital markets products other than “prescribed capital markets products”] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and

["Excluded Investment Products"]/["Specified Investment Products"] (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]

Final Terms dated [●]

ArcelorMittal

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the **€10,000,000,000 Euro Medium Term Note Programme**

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Base Prospectus dated 29 May 2019 [and the supplement to the Base Prospectus dated [●]] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of Directive 2003/71/EC (as amended or superseded, including by Regulation (EU) 2017/1129, the “**Prospectus Directive**”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive. These Final Terms contain the final terms of the Notes and must be read in conjunction with such Base Prospectus [as so supplemented]].

[Full information on the Issuer and the offer of the Notes described herein is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplement[s] to the Base Prospectus] [is] [are] available for viewing on the website of the Luxembourg Stock Exchange (www.bourse.lu) [and] during normal business hours at [address] [and copies may be obtained from [address]]].

(The following alternative language applies if the first tranche of an issue which is being increased was issued under a base prospectus with an earlier date and either (1) the Notes which are the subject of the Final Terms are not being (a) offered to the public in a member state (other than pursuant to one or more of the exemptions set out in Article 3.2 of the Prospectus Directive) or (b) admitted to trading on a regulated market in a member state or (2) the Conditions (as defined in the next paragraph) do not contain, by comparison with the Base Prospectus, any “significant new factor” within the meaning of Article 16.1 of the Prospectus Directive. If neither (1) nor (2) applies the Issuer will need to consider effecting the issue by means of a supplement to the Base Prospectus or a stand alone prospectus rather than by Final Terms.)

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Base Prospectus dated [29 September 2011] [dated 21 December 2012] [dated 14 March 2014] [dated 20 March 2015] [dated 13 May 2016] [dated 24 May 2017] [dated 1 June 2018]. These Final Terms contain the final terms of the Notes and must be read in conjunction with the Base Prospectus dated 29 May 2019 [and the supplement to the Base Prospectus dated [●]] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of the Luxembourg Prospectus Law, save in respect of the Conditions which are extracted from the base prospectus dated [29 September 2011/21 December 2012/14 March 2014/20 March 2015/13 May 2016/24 May 2017/1 June 2018] and are incorporated by reference in the Base Prospectus. This document constitutes the Final Terms relating to the issue of Notes described herein for the purposes of Article 5.4 of Directive 2003/71/EC (as amended or superseded, including by Regulation (EU) 2017/1129, the “**Prospectus Directive**”).

[Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplement[s] to the Base Prospectus] [is/are] available for viewing on the website of the Luxembourg Stock Exchange (www.bourse.lu) [and] during normal business hours at [address] [and copies may be obtained from [address]].]

(Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.)

(When completing any final terms, consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)

1.
 - (i) Series Number: []
 - [(ii) Tranche Number: []]
 - [(iii) Date on which Notes become fungible [Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [insert relevant Series with which the Notes are fungible and its Series number] on [●]/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 23 below [which is expected to occur on or about [●]].]
2. Specified Currency or Currencies: []
3. Aggregate Nominal Amount: []
4.
 - [(i) [Series]: []
 - [(ii) Tranche: []]
 - Issue Price: [] per cent. of the Aggregate Nominal Amount [plus accrued interest from [●]] (*in the case of fungible issues only, if applicable*)
5. Specified Denominations: [€100,000] / [€100,000] and integral multiples of [€1,000] in excess thereof [up to and including [€199,000]].

(Note – No notes in definitive form will be issued with a denomination above [€199,000].)

6. Calculation Amount: []
7. (i) Issue Date: []

 (ii) Interest Commencement Date: [[●]/Issue Date/Not Applicable] *(An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)*
8. Maturity Date: [[●] or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]
9. Interest Basis: [[●] per cent. Fixed Rate]

 [[LIBOR / EURIBOR / [●]] +/- [●] per cent. Floating Rate]

 [Zero Coupon]
10. Change of Interest or Redemption/Payment Basis: [For the period from (and including) the Interest Commencement Date, up to (but excluding) [date], paragraph [14/15] applies and for the period from (and including) [date], up to (and including) the Maturity Date, paragraph [14/15] applies]/[Not Applicable]
11. Put/Call Options: [Investor Put]

 [Issuer Call]

 [Make-Whole Redemption by the Issuer]

 [Residual Maturity Call Option]

 [Put Option]

 [Put Restructuring Event Option]

 [(further particulars specified below)]
12. Date Board approval for issuance of Notes obtained: [[] [and [], respectively]/[Not Applicable]

(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)

**PROVISIONS RELATING TO
INTEREST (IF ANY) PAYABLE**

13. **Fixed Rate Note Provisions** [Applicable/Not Applicable] *(if not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate[(s)] of Interest: [] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (specify)] in arrear]
- (ii) Interest Payment Date(s): [] in each year [adjusted in accordance with [specify Business Day Convention and any applicable Business Centre(s) for the definition of “Business Day”]/not adjusted]
- (iii) Fixed Coupon Amount(s): [] per Calculation Amount
- (iv) Broken Amount(s): [[] per Calculation Amount, payable on the Interest Payment Date falling [in/on] []]/[Not Applicable]
- (v) Day Count Fraction: [Actual/Actual (ICMA)] / [Actual/Actual (ISDA)] / [Actual/365 (Fixed)] / [Actual/360 (adjusted/unadjusted)] / [30/360] / [360/360] / [Bond Basis] / [30E/360] / [Eurobond Basis] / [30E/360 (ISDA)]
- (vi) Regular Dates: [] in each year *(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))*/[Not Applicable]
14. **Floating Rate Note Provisions** [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Interest Period(s): []
- (ii) Specified Period: []/[Not Applicable]
(A Specified Period will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert “Not Applicable”)

- (iii) [First Interest Payment []
Date]:
- (iv) Business Day [Floating Rate Convention/Following Business Day
Convention: Convention/ Modified Following Business Day
Convention/ Preceding Business Day Convention/ No
Adjustment]
- (v) Additional Business [Not Applicable/ [●]]
Centre(s):
- (vi) Manner in which the [Screen Rate Determination/ISDA
Rate(s) of Interest is/are Determination/Linear Interpolation]
to be determined:
- (vii) Party responsible for [Name] shall be the Calculation Agent]/[Not
calculating the Rate(s) of Applicable] *(no need to specify if the Fiscal Agent is to
Interest and/or Interest perform this function)*
Amount(s) (if not the
Fiscal Agent):
- (viii) Screen Rate
Determination:
- Reference Rate: [LIBOR/EURIBOR/[●]]
 - Interest []
Determination
Date(s):
 - Relevant Screen [●]
Page:
 - Relevant Time: [●]
 - Relevant [●]
Financial Centre:
 - Reference Banks: [●]
- (ix) ISDA Determination:
- Floating Rate []
Option:
 - Designated []
Maturity:
 - Reset Date: []

- (x) Linear Interpolation: [Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
- (xi) Margin(s): [+/-][] per cent. per annum
- (xii) Minimum Rate of [] per cent. per annum.¹
Interest:
- (xiii) Maximum Rate of [] per cent. per annum
Interest:
- (xiv) Day Count Fraction: [Actual/Actual (ICMA)] / [Actual/Actual (ISDA)] / [Actual/365 (Fixed)] / [Actual/360 (adjusted/unadjusted)] / [30/360] / [360/360] / [Bond Basis] / [30E/360] / [Eurobond Basis] / [30E/360 (ISDA)]/[Not Applicable]

15. Zero Coupon Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Accrual Yield: [] per cent. per annum
- (ii) Reference Price: []
- (iii) Day Count Fraction: [Actual/Actual (ICMA)] / [Actual/Actual (ISDA)] / [Actual/365 (Fixed)] / [Actual/360 (adjusted/unadjusted)] / [30/360] / [360/360] / [Bond Basis] / [30E/360] / [Eurobond Basis] / [30E/360 (ISDA)]

[Where interest, discount income, prepayment fee, redemption premium or break cost is derived from any of the Notes issued under this tranche 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 (if applicable and subject to certain conditions) under the Income Tax Act, Chapter 134 of Singapore (the “ITA”), shall not apply if such person acquires such Notes using the funds and profits of such person’s operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Notes is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the ITA.]

PROVISIONS RELATING TO REDEMPTION

16. Call Option [Applicable/Not Applicable]

¹ The Minimum Rate of Interest shall be no less than zero.

(If not applicable, delete the remaining subparagraphs of this paragraph)

- (i) Optional Redemption []
Date(s):
- (ii) Optional Redemption [100]/[●] per cent per Calculation Amount
Amount(s) of each Note:
- (iii) If redeemable in part:
 - (a) Minimum [] per Calculation Amount
Redemption
Amount:
 - (b) Maximum [] per Calculation Amount
Redemption
Amount

17. Make-whole Redemption by the Issuer [Applicable/Not Applicable]

(If Not Applicable, delete the remaining subparagraphs of this paragraph)

- (i) Parties to be notified by Issuer of Make-whole Redemption Date and Make-whole Redemption Amount (if other than set out in Condition 9(c)): [Not applicable/ [•]]
- (ii) Make-whole Redemption Margin: [•]
- (iii) Discounting basis for purposes of calculating sum of the present values of the remaining scheduled payments of principal and interest on Redeemed Notes in the determination of the Make-whole Redemption Amount: [Annual/Semi-Annual]
- (iv) Reference Security: [Not Applicable/give details]
- (v) Similar Security: [•] / [Not Applicable]
- (vi) Reference Dealers: [Not Applicable/give details]

- (vii) Quotation Agent: [•] / [Not Applicable]
18. **Residual Maturity Call Option** [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraph of this paragraph)*
- Date from which the Residual Maturity Call Option may be exercised: The Issuer may exercise the Residual Maturity Call Option starting on [•] and at any time thereafter.
19. **Put Option** [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): []
- (ii) Optional Redemption Amount(s) of each Note: [100]/[●] per cent per Calculation Amount
20. **Put Restructuring Event Option** [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): []
- (ii) Optional Redemption Amount(s) of each Note: [100]/[●] per cent per Calculation Amount
21. **Final Redemption Amount of each Note** [] per Calculation Amount
22. **Early Redemption Amount** *(Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption and/or the method of calculating the same)*
- [Not Applicable]/[100]/[●] per cent
- (If both the Early Redemption Amount (Tax) and the Early Termination Amount are the principal amount of the Notes/specify the Early Redemption Amount (Tax) and/or the Early Termination Amount if different from the principal amount of the Notes)*

GENERAL PROVISIONS APPLICABLE TO THE NOTES

23. **Form of Notes:** [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on 90 calendar days' notice/at any time/in the limited circumstances specified in the Permanent Global Note] /

[Temporary Global Note exchangeable for Definitive Notes on 40 calendar days' notice]/

[Permanent Global Note exchangeable for Definitive Notes on 90 calendar days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]/

[Talons for future Coupons or Receipts are to be attached to Definitive Notes (these Talons mature on [●])]

(If not applicable, this section should be deleted)

24. New Global Note: [Yes]/[No]

25. Additional Financial Centre(s): [Not Applicable/[●]]
(Note that this paragraph relates to the place of payment, and not interest period end dates, to which sub paragraph 15(i) relates)

DISTRIBUTION

26. (i) If syndicated, names of Managers and underwriting commitments: [Not Applicable/[●]]

(ii) Stabilising Manager(s) (if any): [Not Applicable/[●]]

27. If non-syndicated, name of Dealer: [Not Applicable/[●]]

28. U.S. Restrictions: [TEFRA C/TEFRA D]

29. Prohibition of Sales to EEA Retail Investors: [Applicable/Not applicable]

[[●] has been extracted from [●].] The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information

published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading in any material respect.]

Signed on behalf of ArcelorMittal:

By:
Duly authorised

By:
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing Official list of [the Luxembourg Stock Exchange]/[●]/[Not Applicable]
- (ii) Admission to trading [Application [has been]/[is expected to be] made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange (*Bourse de Luxembourg*) with effect from [].]/[Not Applicable.]/
- [The [●] are already admitted to trading on the Regulated Market of the Luxembourg Stock Exchange (*Bourse de Luxembourg*)] (*Applicable where documenting a fungible issue as it will be necessary to indicate that original Notes are already admitted to trading.*)
- (iii) Estimate of total expenses [●]
related to admission to trading:

2. RATINGS

Ratings: The Notes to be issued [have been/are expected to be] rated:

[S & P: []]

[Moody's: []]

[Fitch: []]

[Other: []]

[[●] is established in the European Union and has applied for registration under Regulation (EC) No 1060/2009 as amended from time to time, including by Regulation (EU) No. 513/2011 (the “**CRA Regulation**”), although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]

[[●] is established in the European Union and registered under Regulation (EC) No 1060/2009 as amended from time to time, including by Regulation (EU) No. 513/2011 (the “**CRA Regulation**”).]

[[●] is not established in the European Union and has not applied for registration under Regulation (EC) No 1060/2009 as amended from time to time, including by Regulation (EU) No. 513/2011 (the “**CRA Regulation**”).]

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

(Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement)

[So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.”/ [●]]

4. **Fixed Rate Notes only – YIELD**

Indication of yield: [Not Applicable/[]]

5. **[(Floating Rate Notes only) – HISTORICAL INTEREST RATES**

Details of historic [EURIBOR/LIBOR] rates can be obtained from [●].

Benchmarks: [Amounts payable under the Notes will be calculated by reference to [EURIBOR/LIBOR] which is provided by [●]. As at [date], [●] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) [(the “**Benchmark Regulation**”).]. [As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmark Regulation apply, such that [●] is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).][Not Applicable]

6. OPERATIONAL INFORMATION

ISIN Code: []

Common Code: []

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

FISN: *[[Include Code]*, as updated, as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN / Not Applicable / Not Available]

(If the CFI and/or FISN is not required or requested, it/they should be specified to be “Not Applicable”.)

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): *[Not Applicable/[give name(s), number(s) and address(es)]*

Delivery: Delivery [against/free of] payment

Names and addresses of initial Paying Agent(s): []

Names and addresses of additional Paying Agent(s) (if any): []

Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,)]include this text for registered notes] and does not necessarily mean that the Notes will be recognized as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB

being satisfied that Eurosystem eligibility criteria have been met.]

[No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,)] [include this text for registered notes]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

OVERVIEW OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Clearing System Accountholders

In relation to any Tranche of Notes represented by a Global Note, references in the Terms and Conditions of the Notes to “Noteholder” are references to the bearer of the relevant Global Note which, for so long as the Global Note is held by a depositary or a common depositary in the case of a CGN, or a common safekeeper, in the case of an NGN for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or, as the case may be, common safekeeper.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Note (each an “**Accountholder**”) must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the Issuer to the holder of such Global Note and in relation to all other rights arising under such Global Note. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Note will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Notes are represented by a Global Note, Accountholders shall have no claim directly against the Issuer in respect of payments due under the Notes and such obligations of the Issuer will be discharged by payment to the holder of such Global Note.

Exchange of Temporary Global Notes

Whenever any interest in a Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure:

- (a) in the case of first exchange, the prompt delivery (free of charge to the bearer) of such Permanent Global Note, duly authenticated and, in the case of an NGN, effectuated, to the bearer of the Temporary Global Note; or
- (b) in the case of any subsequent exchange, an increase in the principal amount of such Permanent Global Note in accordance with its terms,

in each case in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and received by the Fiscal Agent against presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Fiscal Agent within 7 calendar days of the bearer requesting such exchange.

Whenever a Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary

Global Note to or to the order of the Fiscal Agent within 30 calendar days of the bearer requesting such exchange.

If:

- (a) a Permanent Global Note has not been delivered or the principal amount thereof increased by 5.00 p.m. (London time) on the seventh day after the bearer of a Temporary Global Note has requested exchange of an interest in the Temporary Global Note for an interest in a Permanent Global Note; or
- (b) Definitive Notes have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer of a Temporary Global Note has requested exchange of the Temporary Global Note for Definitive Notes; or
- (c) a Temporary Global Note (or any part thereof) has become due and payable in accordance with the Terms and Conditions of the Notes or the date for final redemption of a Temporary Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Temporary Global Note in accordance with the terms of the Temporary Global Note on the due date for payment,

then the Temporary Global Note (including the obligation to deliver a Permanent Global Note or increase the principal amount thereof or deliver Definitive Notes, as the case may be) will become void at 5.00 p.m. (London time) on such seventh day (in the case of (a) above) or at 5.00 p.m. (London time) on such thirtieth day (in the case of (b) above) or at 5.00 p.m. (London time) on such due date (in the case of (c) above) and the bearer of the Temporary Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have under the Deed of Covenant.) Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Temporary Global Note will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Temporary Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Exchange of Permanent Global Notes

Whenever a Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 calendar days of the bearer requesting such exchange.

If:

- (a) Definitive Notes have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer of a Permanent Global Note has duly requested exchange of the Permanent Global Note for Definitive Notes; or
- (b) a Permanent Global Note (or any part of it) has become due and payable in accordance with the Terms and Conditions of the Notes or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Permanent Global Note in accordance with the terms of the Permanent Global Note on the due date for payment,

then the Permanent Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have under the Deed of Covenant). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Permanent Global Note will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Permanent Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Conditions applicable to Global Notes

Each Global Note will contain provisions which modify the Terms and Conditions of the Notes as they apply to the Global Note. The following is an overview of certain of those provisions:

Payments: All payments in respect of the Global Note which, according to the Terms and Conditions of the Notes, require presentation and/or surrender of a Note, Note Certificate or Coupon will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Note to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Global Note, the Issuer shall procure that the payment is entered *pro rata* in the records of Euroclear and Clearstream, Luxembourg.

Notwithstanding the definition of “Payment Business Day” in the Terms and Conditions of the Notes, while all Notes are represented by a Global Note the definition of “Payment Business Day” means:

- (i) if the currency of payment is euro, any day which is in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
- (ii) if the currency of payment is not euro, any day which is in the case of payment by

transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

Exercise of put option: In order to exercise the option contained in Conditions 9(f), 9(g) or 9(h) the bearer of the Permanent Global Note must, within the period specified in the Conditions for the deposit of the relevant Note and put notice, give written notice of such exercise to the Fiscal Agent specifying the principal amount of Notes in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

Partial exercise of call option: In connection with an exercise of the option contained in Condition 9(e) (*Redemption at the option of the Issuer*) in relation to some only of the Notes, the Permanent Global Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

Notices: Notwithstanding Condition 18 (*Notices*), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are), deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 18 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, except that, for so long as such Notes are admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and it is a requirement of applicable law or regulations, such notices shall be published in a leading newspaper having general circulation in Luxembourg or published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

DESCRIPTION OF THE ISSUER

The description of the Issuer is set out in the documents incorporated by reference in section “*Information Incorporated by Reference*”.

The current credit ratings of the Issuer are as follows:

	Long-term rating	Short-term rating	Outlook
Moody's	Baa3	P-3	Stable
S&P	BBB-	A3	Stable
Fitch	BBB-	F-3	Stable

Moody's Investors Service Ltd, S&P Global Ratings Europe Limited and Fitch Ratings Limited are established in the European Union and registered under Regulation (EC) No. 1060/2009 as amended from time to time including by Regulation (EU) No. 513/2011 and Regulation (EU) No. 462/2013 (the “**CRA Regulation**”). The list of registered and certified rating agencies published by the European Securities and Markets Authority (“**ESMA**”) will appear on its website (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation (as of 18 March 2019). A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change, or withdrawal at any time by the assigning rating agency.

In order to have access to the latest ratings, Investors are invited to refer to the Issuer's website.

RECENT DEVELOPMENTS

In addition to the Information Incorporated by Reference referred to in section “*Information Incorporated by Reference*”, please see below.

Annual General Meeting of shareholders

On 7 May 2019, the Annual General Meeting of ArcelorMittal shareholders, held in Luxembourg, approved all resolutions on the agenda by a strong majority.

First Quarter Results

On 9 May 2019, ArcelorMittal announced its results for the three month period ended 31 March 2019.

Proposed Acquisition of ESIL

On 2 March 2018, ArcelorMittal announced the signature of a joint venture formation agreement with NSC in relation to its offer to acquire ESIL, which was subsequently amended and restated on 22 January 2019. On 2 April 2018, ArcelorMittal submitted an offer (the “Offer”) in the re-bidding process for ESIL. On 17 October 2018, following a judgment from the Supreme Court of India on 4 October 2018, ArcelorMittal announced that it had approved a payment of 7,469 crore rupees (approximately \$1 billion, subsequently paid) to the financial creditors of Uttam Galva and KSS Petron in order that the Offer would be eligible for consideration by ESIL's Committee of Creditors (“CoC”). ArcelorMittal had previously been a shareholder of Uttam Galva and HSBC Trustee (C. I.) Limited, as trustee of trusts of which Mr. Lakshmi N. Mittal, Mrs. Usha Mittal and their children are the beneficiaries, had previously been a shareholder of KSS Petron. At the time of such payment, neither had any interest in such companies and, in particular, the trusts and their beneficiaries did not have any liability to KSS Petron or its creditors or other stakeholders and hence did not benefit from such payment. On 19 October 2018, ArcelorMittal was evaluated the H1 Resolution Applicant (the preferred bidder) by the CoC of ESIL and on 26 October 2018, ArcelorMittal announced that the CoC voted to approve the Company's acquisition plan for ESIL (the “Resolution Plan”). ESIL's Resolution Professional, on behalf of the CoC, issued the Company with a Letter of Intent (“LOI”) stating that the Company was identified as the “Successful Resolution Applicant.”

The Resolution Plan includes an upfront payment of 42,000 crore rupees (approximately \$5.7 billion) towards ESIL's debt resolution, with a further 8,000 crore rupees (approximately \$1.1 billion) of capital injection into ESIL to support operational improvement, increase production levels and deliver enhanced levels of profitability. The Company provided a \$0.6 billion performance guarantee in connection with the execution of the Resolution Plan.

In line with ESIL's corporate insolvency process, ArcelorMittal's Resolution Plan was conditionally approved by India's National Company Law Tribunal (“NCLT”) on 8 March 2019. There have been several appeals from, among others, the CoC and ESIL creditors to the National Company Law Appellate Tribunal (“NCLAT”) over how the CoC has decided to distribute the 42,000 crore rupees upfront payment from the Company's Resolution Plan and how such payments should be distributed among the creditors of ESIL. On 12 April 2019, India's Supreme Court stayed the disbursement of funds to creditors, pending the final outcome

of the NCLAT hearing, which is ongoing. While it is difficult to predict the timing of the final approval of the Resolution Plan, including because aspects of the current or upcoming decisions may be appealed to the Indian Supreme Court, the amounts of debt payment and capital injection specified in the Resolution Plan would become payable promptly after a final decision is rendered.

ESIL is an integrated flat steel producer, and the largest steel company in western India. ESIL's main steel manufacturing facility is located at Hazira, Gujarat in Western India. It also has:

- Two iron ore beneficiation plants close to the mines in Kirandul and Dabuna, with slurry pipelines that then transport the beneficiated iron ore slurry to the pellet plants in the Kirandul-Vizag and Dabuna-Paradeep systems;
- a downstream facility in Pune (including a pickling line, a cold rolling mill, a galvanizing mill, a color coating mill and a batch annealing plant); and
- seven service centers in the industrial clusters of Hazira, Bhuj, Indore, Bahadurgarh, Chennai, Kolkata and Pune. It has a complete range of flat rolled steel products, including value added products, and significant iron ore pellet capacity with two main pellet plant systems in Kirandul-Vizag and Dabuna-Paradeep, which have the potential for expansion. Its facilities are located close to ports with deep draft for movement of raw materials and finished goods.

In terms of iron ore pellet capacity, the Kirandul-Vizag system has 8 million tonnes of annual pellet capacity and the Dabuna-Paradeep system has 6 million tonnes of annual pellet capacity, which is in the process of being expanded to a new capacity level of 12 million tonnes. This expansion would bring pellet capacity above Essar's own requirements and provide the opportunity to improve operating income by fully utilizing such pellet capacity.

The Resolution Plan includes a capital expenditure plan of 18,697 crore (approximately \$2.8 billion) to be implemented in two stages over six years. The first stage would involve investments to increase the production of finished steel goods sustainably to 6.5 million tonnes per annum and includes completion of ongoing capital expenditure projects with respect to a coke oven, second sinter plant, third line CSP caster, Paradeep pellet plant and Dabuna beneficiation plant. The first stage will also include investment in maintenance to restore current assets, the implementation of an environmental management plan and the implementation of ArcelorMittal's best practices on raw material sourcing, plant operations, sales and product mix (in particular through greater sophistication of the quality and markets of the steel produced with a focus on developing sales to the automotive industry), people management and health & safety. The second stage would involve investments to increase the production of finished steel goods from 6.5 million tonnes per annum to 8.5 million tonnes per annum by the end of 2024, including asset reconfiguration and the addition of a coke oven, blast furnace and basic oven furnace.

There is also a long-term aspiration to increase finished steel shipments to between 12 and 15 million tonnes through the addition of new iron and steelmaking assets, so that ESIL can play an active role and fully benefit from the anticipated growth in the Indian steel industry.

After completion, ArcelorMittal expects jointly to own and operate ESIL in partnership with NSC, Japan's largest steel producer and the third largest steel producer in the world, in-line with a joint venture formation agreement (the "JV Formation Agreement") (the "Joint Venture"). The JV Formation Agreement provides that ArcelorMittal and NSC will own 60% and 40%, respectively, of the Joint Venture's share capital. The agreed form joint venture agreement which is attached to the JV Formation Agreement and will be executed at the time of completion includes detailed provisions regarding governance of the Joint Venture including equal representation and voting rights on its board of directors, such that the Joint Venture is considered by the parties to be a jointly controlled entity. ArcelorMittal anticipates that its investment in the Joint Venture will be equity accounted. The JV Formation Agreement provides for the Joint Venture to be financed initially through a combination of partnership equity (one-third) and debt (two-thirds).

On 20 November 2018, ArcelorMittal entered into a \$7 billion term facilities agreement with a group of lenders in connection with the acquisition of ESIL. The agreement has a term of one year (i.e., until 20 November 2019), subject to ArcelorMittal's option to extend the term by six months. The facility may be used for certain payments by ArcelorMittal as well as by the Joint Venture. Any amounts borrowed by the Joint Venture under the agreement are irrevocably and unconditionally guaranteed by ArcelorMittal. The term facilities agreement includes the following financial covenant: ArcelorMittal must ensure that the "Leverage Ratio", being the ratio of "Consolidated Total Net Borrowings" (consolidated total borrowings less consolidated cash and cash equivalents) to "Consolidated EBITDA" (the consolidated net pre-taxation profits of the ArcelorMittal group for a Measurement Period, subject to certain adjustments as defined in the facilities), at the end of each "Measurement Period" (each period of 12 months ending on the last day of a financial half-year or a financial year of ArcelorMittal), is not greater than a ratio of 4.25 to one. The term facilities agreement is also subject to certain mandatory prepayment events, including as a result of the use of proceeds from debt capital market issuances by ArcelorMittal or capital raising by the Joint Venture and certain other disposals, in each case above \$1 billion. ArcelorMittal currently expects to draw under the facility to finance its equity contribution to the Joint Venture and that the Joint Venture will draw under the facility to finance the portion of the initial funding requirement beyond the shareholders' equity contributions and NSSM's share of the debt financing (which it will provide directly). ArcelorMittal currently expects that these drawings under the facility will subsequently be refinanced by debt issuances at the level of the Joint Venture guaranteed by the shareholders in proportion to their equity interests. The debt is expected to be in the form of bank debt and capital markets debt.

On 29 November 2018, ArcelorMittal drew \$1 billion under this facility to refinance the previous bridge facility entered into to make payments to the financial creditors of Uttam Galva and KSS Petron in order for the Resolution Plan to be eligible for consideration by the CoC. On 6 March 2019, ArcelorMittal launched and priced an offering of \$750,000,000 aggregate principal amount of its 4.550% notes due 2026. The proceeds from the offering were applied towards repayment of existing debt including the \$1 billion outstanding at such time under the \$7 billion term facilities agreement discussed above.

ESIL's assets do not include certain assets that are ancillary to the steel plant, such as power plants and port facilities. ArcelorMittal and NSC are looking at these assets in light of the existing supply arrangements for raw materials and power for the steel mill. The joint venture

partners are assessing various options to secure the availability of such assets following completion of the acquisition of ESIL; any acquisitions would likely be financed in a manner similar to that of the ESIL acquisition.

General

On 17 April 2019, ArcelorMittal received approval from the European Commission for the sale of several steelmaking assets to the Liberty House Group as part of the divestment package in connection with ArcelorMittal's acquisition of Ilva S.p.A.

On 6 May 2019, ArcelorMittal announced its intention to temporarily idle production at its steelmaking facilities in Kraków, Poland and reduce production in Asturias, Spain. In addition, the planned increase of shipments at ArcelorMittal Italia to a six million tonne annual run-rate will be slowed down following a decision to optimise cost and quality over volume in this environment. Together, these actions will result in a temporary annualised production reduction of around three million tonnes.

On 29 May 2019, ArcelorMittal announced its decision to take additional steps to adjust its European production levels to align its production to current market demand. As a result, ArcelorMittal will reduce primary steelmaking production at its facilities in Dunkirk, France and Eisenhüttenstadt, Germany; reduce primary steelmaking production at its facility in Bremen, Germany in the fourth quarter of this year, where a planned blast furnace stoppage for repair works will be extended; and extend the stoppage planned in the fourth quarter of this year to repair a blast furnace at its plant in Asturias, Spain.

On 29 May 2019, ArcelorMittal announced the publication of its Climate Action Report, which details ArcelorMittal's ambition to reduce CO₂ emissions globally and be carbon neutral in Europe by 2050

LUXEMBOURG TAXATION

The following is a general description of certain Luxembourg withholding tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in the Grand Duchy of Luxembourg or elsewhere. Prospective purchasers of the Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of the Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of the Grand Duchy of Luxembourg. This overview is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date. The information contained within this section is limited to withholding taxation issues, and prospective investors should not apply any information set out below to other areas of law, including (but not limited to) the legality of transactions involving the Notes.

All payments of interest and principal by the Issuer under the Notes, which are not profit sharing, can be made free and clear of any withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by the Grand Duchy of Luxembourg or any political subdivision or taxing authority thereof or therein, in accordance with the applicable Luxembourg law, subject however to the application as regards Luxembourg resident individuals of the Luxembourg law of 23 December 2005, as amended, which has introduced a 20 per cent. withholding tax on savings income, which includes interest payable under the Notes. The 20 per cent. withholding tax is final only when the Luxembourg resident individual is acting in the context of the management of its private wealth.

Responsibility for the withholding of tax in application of the above-mentioned Luxembourg law of 23 December 2005, as amended, is assumed by the Luxembourg paying agent within the meaning of such law and not by the Issuer.

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 of Singapore (“IRAS”) and the Monetary Authority of Singapore (“MAS”) in force as at the date of this Base Prospectus 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 changes 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 Base Prospectus 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 made herein 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)) may be subject to special rules or tax rates. Holders or Prospective holders of the Notes are advised to consult their own professional tax advisers as to the Singapore or other tax consequences of the acquisition, ownership of 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 emphasised that none of the Issuer, the Arranger, the Dealers and any other persons involved in the Programme or issuance of the Notes accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Notes.

1. Interest and Other Payments

With respect to any tranche of the Notes issued as debt securities under the Programme (the “Relevant Notes”) during the period from the date of this Base Prospectus to 31 December 2023 (both dates inclusive) where, pursuant to the ITA, more than half of the Relevant Notes issued under that tranche are distributed by Financial Sector Incentive (Capital Market) (“FSI-CM”) companies (as defined in the ITA), Financial Sector Incentive (Bond Market) (“FSI-BM”) companies (as defined in the ITA) and/or Financial Sector (Standard Tier) (“FSI-ST”) companies (as defined in the ITA), such Relevant Notes would be “qualifying debt securities” (“QDS”) for the purposes of the ITA, to which the following treatments shall apply:

Subject to certain conditions having been fulfilled (including the furnishing by the Issuer, or such other person as MAS may direct, of a return on debt securities in the prescribed format for the Relevant Notes within such period as MAS may specify and such other particulars in connection with each tranche of the Relevant Notes as MAS may require to MAS and such other relevant authorities as may be prescribed), interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost (collectively, the “Qualifying Income”) from each tranche of the Relevant Notes paid by the Issuer and derived by any company or body of persons (as defined in the ITA) in

Singapore is subject to income tax at a concessionary rate of 10.0% (except for holders of the relevant Financial Sector Incentive(s) who may be taxed at different rates).

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 50.0% or more of the issue of such tranche of the Relevant Notes is beneficially held or funded, directly or indirectly, by related parties of the Issuer, such tranche of the Relevant Notes would not qualify as QDS; and
- (b) even though a particular tranche of the Relevant Notes are QDS, if, at any time during the tenure of such tranche of the Relevant Notes, 50.0% or more of such Relevant Notes which are outstanding at any time during the life of their issue is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Qualifying Income derived from such tranche of the 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 tranche of the 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 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 “break cost”, “prepayment fee” and “redemption premium” are defined in the ITA as follows:

- “break cost”, in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by any loss or liability incurred by the holder of the securities in connection with such redemption.
- “prepayment fee”, in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by the terms of the issuance of the securities; and
- “redemption premium”, in relation to debt securities and qualifying debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity.

References to “break cost”, “prepayment fee” and “redemption premium” in this Singapore tax disclosure have the same meaning as defined in the ITA.

All foreign-sourced income received in Singapore on or after 1 January 2004 by Singapore tax-resident individuals will be exempt from income tax, provided such foreign-sourced income is not received through a partnership in Singapore.

Where interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Qualifying Income) is derived from 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 QDS under the ITA 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, prepayment fee, redemption premium or break cost (i.e. the Qualifying Income) derived from the Relevant Notes is not exempt from tax (including for the reasons described above) is required to include such income in a return of income made under the ITA.

2. Capital Gains

Any gains or profits considered to be in the nature of capital made from the sale of the Relevant Notes will not be taxable in Singapore. However, any gains or profits derived by any person from the sale of the Relevant Notes which are gains or profits from any trade, business, profession or vocation carried on by that person or are considered gains or profits of an income nature, if accruing in or derived from Singapore, may be taxable as such gains or profits are considered revenue in nature.

Holders of the Relevant Notes who apply or who are required to apply Singapore Financial Reporting Standard ("FRS") 39, FRS 109 or Singapore Financial Reporting Standard (International) 9 (Financial Instruments) ("SFRS(I) 9") (as the case may be), may for Singapore income tax purposes be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Relevant Notes, irrespective of disposal, in accordance with FRS 39, FRS 109 or SFRS(I) 9 (as the case may be). Please see the section below on "Adoption of FRS 39, FRS 109 or SFRS(I) 9 Treatment for Singapore Income Tax Purposes".

3. Adoption of FRS 39, FRS 109 or SFRS(I) 9 Treatment for Singapore Income Tax Purposes

Section 34A of the ITA provides for the tax treatment of financial instruments in accordance with FRS 39 (subject to certain exceptions and "opt out" provisions) to taxpayers who are required to comply with FRS 39 for financial reporting purposes. The IRAS has also issued a circular entitled "Income Tax Implications Arising from the Adoption of FRS 39 – Financial Instruments: Recognition & Measurement".

FRS 109 or SFRS(I) 9 (as the case may be) is mandatorily effective for annual periods beginning on or after 1 January 2018, replacing FRS 39. Section 34AA of the ITA requires taxpayers who comply or who are required to comply with FRS 109 or SFRS(I) 9 (as the case may be) 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 Relevant Notes who may be subject to the tax treatment under Sections 34A or 34AA of the ITA should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Relevant Notes.

4. **Estate Duty**

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Issuer to any one or more of Banca IMI S.p.A., Banco Bilbao Vizcaya Argentaria, S.A., Banco Santander, S.A., Bank of Montreal, London Branch, BNP Paribas, BofA Securities Europe S.A., Citigroup Global Markets Europe AG, Citigroup Global Markets Limited, Commerzbank Aktiengesellschaft, Coöperatieve Rabobank U.A. (Rabobank), Crédit Agricole Corporate and Investment Bank, Goldman Sachs International, HSBC Bank plc, ING Bank NV Belgian Branch, J.P. Morgan Securities plc, Merrill Lynch International, Mizuho International plc, Mizuho Securities Europe GmbH, Morgan Stanley & Co International plc, NATIXIS, NatWest Markets Plc, RBC Europe Limited, SMBC Nikko Capital Markets Limited, SMBC Nikko Capital Markets Europe GmbH, Société Générale and UniCredit Bank AG (the “**Dealers**”). The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in a Dealer Agreement dated 29 May 2019 (the “**Dealer Agreement**”) and made between the Issuer and the Dealers. Any such agreement will, inter alia, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

United States of America: Regulation S Category 2; TEFRA D or TEFRA C as specified in the relevant Final Terms or neither if TEFRA is specified as not applicable in the relevant Final Terms.

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

Notes that are not in registered form for U.S. federal tax purposes, having the maturity of more than one year are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 calendar days after the completion of the distribution of the Notes comprising the relevant Tranche, as certified to the Fiscal Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Notes to or through more than one Dealer, by each of such Dealers as to the Notes of such Tranche purchased by or through it, in which case the Fiscal Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to, or for the account or benefit of, U.S. persons, and such Dealer will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto a confirmation or other

notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 calendar days after the commencement of the offering of Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

In addition, each Dealer has represented, warranted and undertaken, and each further Dealer appointed under the Programme will be required to represent, warrant and undertake, to the Issuer that it has not entered and will not enter into any contractual arrangement with respect to the distribution or delivery of the Notes, except with its affiliates or with the prior written consent of the Issuer.

Public Offer Selling Restriction Under the Prospectus Directive

If the Final Terms in respect of any Notes specified “Prohibition of Sales to EEA Retail Investors” as “Not Applicable” and in relation to each Member State of the European Economic Area (each, a “**Member State**”), each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

- (a) **Approved prospectus:** if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Member State (a “**Non-exempt Offer**”), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) **Qualified investors:** at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) **Fewer than 150 offerees:** at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) **Other exempt offers:** at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any Member State 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 the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State.

The European Economic Area selling restriction is in addition to any other selling restrictions set out below.

Prohibition of Sales to EEA Retail Investors

Unless the Final Terms in respect of any Notes specified the “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
 - a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or
 - a customer within the meaning of Directive 2016/97/EU, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and
- (b) 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 the Notes.

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.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, solely for the purposes of the product approval process, the target market assessment in respect of any Notes which are the subject of the offering contemplated by this Base Prospectus has led to the conclusion that:

- (a) the target market for such Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and
- (b) all channels for distribution of such Notes to eligible counterparties and professional clients are appropriate.

Any person subsequently offering, selling or recommending any Notes which are the subject of the offering contemplated by this Base Prospectus (a “**Distributor**”) should take into consideration the target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of such Notes and determining appropriate distribution channels.

Selling Restrictions Addressing Additional United Kingdom Securities Laws

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

- (a) **Financial promotion:** it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (“**FSMA**”) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (b) **General compliance:** it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

France

Each of the Issuer and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell, directly or indirectly, any Notes to the public in France, and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Base Prospectus and the applicable Final Terms or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (i) providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*) and/or (ii) qualified investors (*investisseurs qualifiés*) acting for their own account, with the meanings ascribed to them in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 of the French *Code monétaire et financier* and other applicable regulations.

Republic of Italy

The offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* (“**CONSOB**”) pursuant to Italian securities legislation. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that – without prejudice to paragraph “Prohibition of Sales to EEA Retail Investors” above – the Notes may not, and will not, be offered, sold or delivered, nor may or will copies of the Base Prospectus and any other document relating to the Notes be distributed in the Republic of Italy except:

- (i) to qualified investors (*investitori qualificati*), as defined in Article 35, paragraph 1, letter d) of CONSOB Regulation No. 20307 of 15 February 2018, as amended (the “**Intermediaries**”

Regulation”), pursuant to Article 100, paragraph 1, letter a) of Legislative Decree No. 58 of 24 February 1998, as amended (the “**Financial Services Act**”) and Article 34-ter, paragraph 1, letter b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended (the “**Issuers Regulation**”); or

- (ii) in any other circumstances where an express exemption from compliance with the restrictions on offers to the public applies, including, without limitation, as provided under Article 100 of the Financial Services Act and Article 34-ter of the Issuers Regulation.

In addition, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that any offer, sale or delivery of the Notes or distribution of copies of the Base Prospectus or any other document relating to the Notes in the Republic of Italy under (i) or (ii) above must be effected in accordance with all Italian securities, tax, exchange control and other applicable laws and regulations, and, in particular, must be carried out:

- (a) by investment firms, banks or financial intermediaries permitted to conduct such activities in the Republic of Italy in accordance with Financial Services Act, Legislative Decree No. 385 of 1 September 1993 (the “**Banking Law**”), the Issuers Regulation and the Intermediaries Regulation, each as amended from time to time;
- (b) in compliance with Article 129 of the Banking Law and the implementing guidelines of the Bank of Italy (including the reporting requirements, where applicable), as amended from time to time, pursuant to which the Bank of Italy may request information on the offering or issue of securities in Italy; and
- (c) in compliance with any other applicable laws and regulations or requirements that may be, from time to time, imposed by CONSOB, the Bank of Italy or other Italian authority.

Singapore

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

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

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

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

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

General

Each Dealer has represented, warranted and agreed that it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Base Prospectus or any Final Terms or any related offering material, in all cases at its own expense. Other persons into whose hands this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Base Prospectus or any Final Terms or any related offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed "General" above.

GENERAL INFORMATION

Authorisation

1. The Issuer has obtained and will obtain from time to time all necessary consents, approvals and authorisations in connection with the update of the Programme and the issue and performance of the Notes.

Legal and Arbitration Proceedings

2. Save as disclosed in the Information Incorporated by Reference as cross-referenced in item 11.5 “*Legal and Arbitration Proceedings*” of the cross-reference table included in section “*Information Incorporated by Reference*” of this Base Prospectus, the Issuer is not nor has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened, of which the Issuer is aware) during the twelve (12) months prior to the date of this Base Prospectus which may have, or has had in the recent past, a significant effect on the financial position or profitability of the Issuer or the Group.

Yield

3. In relation to any Tranche of Fixed Rate Notes, an indication of the yield in respect of such Notes will be specified in the applicable Final Terms. The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

Significant/Material Change

4. Save as disclosed under “*Recent Developments*” in this Base Prospectus and in the Information Incorporated by Reference as cross-referenced in Item 4.1.5 “*Any recent events particular to the issuer which are to a material extent relevant to the evaluation of the issuer’s solvency*” of the cross-reference table included in section “*Information Incorporated by Reference*” of this Base Prospectus, there has been no significant change in the financial or trading position of the Issuer or the Group since 31 March 2019 and no material adverse change in the financial position or prospects of the issuer since 31 December 2018.

Independent Auditors

5. The annual consolidated financial statements of the Issuer have been audited for the years ended 31 December 2018 and 2017 by Deloitte Audit *Société à responsabilité limitée*, a réviseur d'entreprises, who is a member of the Institut des Reviseurs d'Entreprises in Luxembourg and whose registered address is located at 560, rue de Neudorf, L-2220 Luxembourg, Grand Duchy of Luxembourg.

Documents on Display

6. Copies of the following documents (together with English translations thereof) may be inspected during normal business hours at the offices of BNP Paribas Securities

Services, Luxembourg branch at 60 avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg for twelve (12) months from the date of this Base Prospectus:

- (a) the *statuts* of the Issuer dated 16 May 2018;
- (b) the 2018 Form 20-F;
- (c) the 2018 Financial Statements;
- (d) the 2017 Financial Statements;
- (e) the Agency Agreement;
- (f) the Deed of Covenant;
- (g) the Programme Manual (which contains the forms of the Notes in global and definitive form);
- (h) the Issuer ICSDs Agreement;
- (i) this Base Prospectus, including any future supplements thereto (copies of which will be obtainable free of charge and not just available for inspection); and
- (j) any Final Terms relating to the Notes which are listed on any stock exchange (copies of which will be obtainable free of charge as well and not just available for inspection). (In the case of any Notes which are not listed on any stock exchange, copies of the relevant Final Terms will only be available for inspection by the relevant Noteholders).

Material Contracts

7. Save as disclosed in the Information Incorporated by Reference as cross-referenced in Item 12 “*Material Contracts*” of the cross-reference table included in the section “*Information Incorporated by Reference*” of this Base Prospectus, the Issuer has not entered into any material contract not entered into in the ordinary course of its business, which could result in the Issuer being under an obligation or entitlement that is material to its ability to meet its obligations in respect of the Notes.

Clearing of the Notes

8. The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate common code and the International Securities Identification Number in relation to the Notes of each Tranche will be specified in the relevant Final Terms. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information. The address of Euroclear Bank SA/NV is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg. The Legal Entity Identifier (LEI) is 2EULGUTUI56JI9SAL165.

Potential Conflicts of Interest

9. As of the date of this Base Prospectus, the Issuer is not aware of any conflicts of interest material to the Notes between any duties owed to the Issuer by members of its administrative, management and supervisory bodies and their private interests or other duties.

Final Terms

10. The Final Terms referred to in this Base Prospectus must be read in conjunction with such Base Prospectus as supplemented and will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Dealers transacting with the Issuer

11. Certain of the Dealers and their affiliates have engaged, and may in the future engage, in lending, in investment banking and/or commercial banking transactions with, and may perform services, including corporate finance services, to the Issuer and its affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers 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 Issuer's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers 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. For the purpose of this paragraph the term “affiliates” includes also parent companies.

Benchmark Regulation

12. Amounts payable under the Floating Rate Notes may be calculated by reference to, *inter alia*, EURIBOR or LIBOR which are respectively provided by the European Money Markets Institute (“EMMI”) and ICE Benchmark Administration Limited (“ICE”). ICE has been authorised as a regulated benchmark administrator pursuant to Article 34 of the Benchmark Regulation (Regulation (EU) 2016/11) and appears on the public register of administrators established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulation. As at the date of this Base Prospectus, EMMI does not appear on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulation. Under the transitional provisions

set forth in Article 51 of the Benchmark Regulation, index providers must apply for authorisation or registration in accordance with Article 34 of the Benchmark Regulation by 1 January 2020. As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmark Regulation apply, such that EMMI is not currently required to obtain authorisation or registration. The relevant Final Terms in respect of an issue of Floating Rate Notes may specify the relevant benchmark, the relevant administrator and whether such administrator appears on the ESMA register referred to above.

REGISTERED OFFICE OF THE ISSUER

ArcelorMittal
24-26, boulevard d'Avranches
L-1160 Luxembourg
Grand Duchy of Luxembourg

DEALERS

Banca IMI S.p.A.
Largo Mattioli 3
20121 Milan
Italy

**Banco Bilbao Vizcaya Argentaria,
S.A.**
Ciudad BBVA
C/ Saucedo 28
28050 Madrid
Spain

Banco Santander, S.A.
Ciudad Grupo Santander
Avenida de Cantabria s/n
28660, Boadilla del Monte,
Madrid
Spain

**Bank of Montreal, London
Branch**
95 Queen Victoria Street
London EC4V 4HG
United Kingdom

BNP Paribas
10 Harewood Avenue
London NW1 6AA
United Kingdom

BofA Securities Europe S.A.
51 rue La Boétie
75008 Paris
France

**Citigroup Global Markets
Europe AG**
Reuterweg 16
60323
Frankfurt am Main
Germany

**Citigroup Global Markets
Limited**
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

**Commerzbank
Aktiengesellschaft**
Kaiserstrasse 16
(Kaiserplatz)
60311
Frankfurt am Main
Germany

Coöperatieve Rabobank U.A.
Croeselaan 18
3521 CB Utrecht
The Netherlands

**Crédit Agricole Corporate and
Investment Bank**
12, place des Etats-Unis
CS 70052
92547 Montrouge Cedex
France

**Goldman Sachs
International**
Peterborough Court
133 Fleet St
London
EC4A 2BB
United Kingdom

HSBC Bank plc
8 Canada Square
London E14 5HQ
United Kingdom

ING Bank N.V., Belgian Branch
24 Avenue Marnix
B-1000 Brussels
Belgium

J.P. Morgan Securities plc
25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom

Merrill Lynch International
2 King Edward Street
London EC1A 1HQ
United Kingdom

Mizuho International plc
Mizuho House
30 Old Bailey
London EC4M 7AU
United Kingdom

**Mizuho Securities Europe
GmbH**
Taunustor 1
60310 Frankfurt am Main
Germany

**Morgan Stanley & Co.
International plc**
25 Cabot Square
Canary Wharf
London E14 4QA
United Kingdom

NATIXIS
30 avenue Pierre Mendès France
75013 Paris
France

NatWest Markets Plc
250 Bishopsgate
London EC2M 4AA
United Kingdom

RBC Europe Limited
Riverbank House
2 Swan Lane
London EC4R 3BF

**SMBC Nikko Capital Markets
Limited**
One New Change
London EC4M 9AF
United Kingdom

**SMBC Nikko Capital
Markets Europe GmbH**
Neue Mainzer Straße 52-58,
60311
Frankfurt, Germany

Société Générale
29, boulevard Haussmann
75009 Paris
France

UniCredit Bank AG
Arabellastrasse 12
D-81925 Munich
Germany

FISCAL AGENT and PAYING AGENT

BNP Paribas Securities Services, Luxembourg branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
Grand Duchy of Luxembourg

BNP Paribas Securities Services
3-5-7 rue du Général Compans
93500 Pantin
France

LEGAL ADVISORS

To the Issuer as to English law:

To the Issuer as to Luxembourg law:

Cleary Gottlieb Steen & Hamilton LLP
12, rue de Tilsitt
75008 Paris
France

Elvinger Hoss Prussen
Société anonyme
2, Place Winston Churchill
L-2014 Luxembourg
Luxembourg

To the Dealers as to English law:

Clifford Chance Europe LLP
1, rue d'Astorg
CS 60058
75377 Paris Cedex 08
France

AUDITORS

Deloitte Audit Sàrl
560, rue de Neudorf
L-2220 Luxembourg
Luxembourg

LISTING AGENT

BNP Paribas Securities Services, Luxembourg branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
Grand Duchy of Luxembourg