UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant To Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **February 14, 2020**

TE CONNECTIVITY LTD.

(Exact name of registrant as specified in its charter)

Switzerland	**98-0518048**
(Jurisdiction of Incorporation)	(IRS Employer Identification Number)

001-33260
(Commission File Number)

Mühlenstrasse 26, CH-8200 Schaffhausen
Switzerland
(Address of Principal Executive Offices, including Zip Code)

+41 (0)52 633 66 61
(Registrant's telephone number, including Area Code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol	Name of each exchange on which registered
Common Shares, Par Value CHF 0.57	TEL	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On February 14, 2020, Tyco Electronics Group S.A. ("TEGSA"), a wholly-owned subsidiary of TE Connectivity Ltd. ("TE Connectivity"), issued €550,000,000 aggregate principal amount of its 0.000% Senior Notes due 2025 (the "Notes"). The Notes were offered and sold by TEGSA pursuant to a registration statement on Form S-3 (Registration No. 333-228859) (the "Registration Statement"). The net proceeds from the sale of the Notes were approximately €544.2 million after deducting the underwriters' discount but before other expenses, and will be used for general corporate purposes.

The Notes are governed by an indenture, dated as of September 25, 2007 (the "Indenture"), among TEGSA, as issuer, TE Connectivity, as guarantor, and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"), as supplemented by the Sixteenth Supplemental Indenture, dated as of February 14, 2020 (the "Sixteenth Supplemental Indenture"), among TEGSA, as issuer, TE Connectivity, as guarantor, and the Trustee. The Trustee will receive customary fees in connection therewith. The Notes are fully and unconditionally guaranteed as to payment on an unsecured senior basis by TE Connectivity (the "Guarantee"). The Notes are TEGSA's unsecured senior obligations and rank equally in right of payment with all of its existing and future senior debt, and senior to any subordinated indebtedness that TEGSA may incur.

Prior to November 14, 2024 (three months prior to the maturity date) (the "par call date"), TEGSA may redeem the Notes, in whole or in part, at its option at any time at a make-whole redemption price equal to the greater of 100% of the principal amount of the Notes to be redeemed and a make-whole amount based on a discount rate equal to the Comparable Government Bond Rate (as defined in the Sixteenth Supplemental Indenture) discounted on an annual basis (ACTUAL/ACTUAL (ICMA)) plus 15 basis points, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. On or after the par call date, TEGSA may redeem the Notes, in whole or in part, at its option at any time at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest, to, but excluding, the redemption date. TEGSA may also redeem all, but not less than all, of the Notes in the event of certain tax changes affecting such Notes. TEGSA shall provide notice of redemption not less than 10 days, but not more than 90 days, prior to the date of redemption.

The Indenture limits TEGSA's ability to create liens to secure certain indebtedness without also securing the Notes and limits its ability to enter into sale and lease-back transactions. The Indenture also limits TEGSA's and TE Connectivity's ability to consolidate, merge or transfer all or substantially all of their assets. These covenants are subject to a number of qualifications and exceptions.

If TE Connectivity experiences a change of control and, as a result of that change of control, the Notes are rated below investment grade by at least two of Standard & Poor's Financial Services LLC, Moody's Investors Service, Inc. and Fitch Ratings, Ltd. (or the equivalent under any successor rating categories of Standard & Poor's, Moody's or Fitch's, respectively), and TEGSA has not redeemed the Notes, TEGSA will offer to repurchase all of the Notes at a price equal to 101% of the principal amount, plus accrued and unpaid interest to the repurchase date.

The following are events of default under the Indenture with respect to the Notes:

- default in the payment of any installment of interest upon the Notes, and continuance of such default for a period of 30 days; or
- default in the payment of all or any part of the principal of or premium, if any, on the Notes; or
- default in the performance, or breach, of any covenant or agreement of TE Connectivity or TEGSA in respect of the Notes and the Guarantee (other than the failure to comply with any covenant or agreement to file with the trustee the information filed or required to be filed with the Securities and Exchange Commission or a default or breach specifically dealt with elsewhere), and continuance of such default or breach for a period of 90 days; or
- the Guarantee of the Notes shall for any reason cease to be, or shall for any reason be asserted in writing by TE Connectivity or TEGSA not to be, in full force and effect and enforceable in accordance with its terms except to the extent contemplated by the Indenture and the Guarantee; or
- a court shall enter a decree or order for relief in respect of TEGSA or TE Connectivity in an involuntary case under any applicable bankruptcy, insolvency or other similar law, and such decree or order shall remain unstayed and in effect for a period of 90 consecutive days; or
- TEGSA or TE Connectivity shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law; or

- an event of default shall happen and be continuing with respect to TEGSA's or TE Connectivity's indebtedness for borrowed money under any indenture or other instrument evidencing or under which TEGSA or TE Connectivity shall have a principal amount outstanding in excess of $100,000,000 and such event of default shall involve the failure to pay the principal of such indebtedness on the final maturity date thereof after expiration of any grace period or in certain circumstances involving acceleration of the indebtedness such that the principal shall become due and payable prior to the date on which it otherwise would be due and payable.

The foregoing descriptions of the Indenture and the Sixteenth Supplemental Indenture do not purport to be complete and are qualified in their entirety by reference to the full text of the Indenture which was filed as Exhibit 4.1(a) to TE Connectivity's Annual Report on Form 10-K for the fiscal year ended September 28, 2007, filed on December 14, 2007, and to the full text of the Sixteenth Supplemental Indenture, which is filed as Exhibit 4.1 hereto. Each of the foregoing documents is incorporated by reference herein.

ITEM 8.01. OTHER EVENTS.

The Notes were offered pursuant to an underwriting agreement (the "Underwriting Agreement"), dated as of February 6, 2020, among TEGSA, as issuer, TE Connectivity, as guarantor, and BNP Paribas, Goldman Sachs & Co. LLC, Citigroup Global Markets Limited, Merrill Lynch International, Banca IMI S.p.A., Barclays Bank PLC, Commerzbank Aktiengesellschaft, Credit Suisse Securities (Europe) Limited, Siebert Williams Shank & Co., LLC and SMBC Nikko Capital Markets Limited, as underwriters (the "Underwriters"). Pursuant to the Underwriting Agreement and subject to the terms and conditions expressed therein, TEGSA agreed to sell the Notes to the Underwriters, and the Underwriters agreed to purchase the Notes for resale to the public. TEGSA sold the Notes to the Underwriters at an issue price of 98.938% of the principal amount thereof and the Underwriters offered the Notes to the public at a price of 99.338% of the principal amount thereof. On February 6, 2020, TE Connectivity issued a press release announcing the pricing of the Notes. A copy of the press release is filed as Exhibit 99.1 hereto.

The foregoing description of the Underwriting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Underwriting Agreement which is filed as Exhibit 1.1 hereto. The foregoing document is incorporated by reference herein.

In connection with the offering of the Notes, TE Connectivity is filing as Exhibits 5.1, 5.2 and 5.3 hereto opinions of counsel addressing the validity of the Notes and the Guarantee and certain related matters. Such opinions are incorporated by reference into the Registration Statement.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

Exhibit No.	Description
1.1	Underwriting Agreement, dated as of February 6, 2020, among Tyco Electronics Group S.A., TE Connectivity Ltd. and BNP Paribas, Goldman Sachs & Co. LLC, Citigroup Global Markets Limited, Merrill Lynch International, Banca IMI S.p.A., Barclays Bank PLC, Commerzbank Aktiengesellschaft, Credit Suisse Securities (Europe) Limited, Siebert Williams Shank & Co., LLC and SMBC Nikko Capital Markets Limited, as underwriters
4.1	Sixteenth Supplemental Indenture, dated as of February 14, 2020, among Tyco Electronics Group S.A., as issuer, TE Connectivity Ltd., as guarantor, and Deutsche Bank Trust Company Americas, as trustee (including form of Global Note)
5.1	Opinion of Weil, Gotshal & Manges LLP
5.2	Opinion of Allen & Overy SCS
5.3	Opinion of Bär & Karrer AG
23.1	Consent of Weil, Gotshal & Manges LLP (included in Exhibit 5.1 filed herewith)
23.2	Consent of Allen & Overy SCS (included in Exhibit 5.2 filed herewith)
23.3	Consent of Bär & Karrer AG (included in Exhibit 5.3 filed herewith)
99.1	Press Release dated February 6, 2020
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: February 14, 2020

TE CONNECTIVITY LTD.

By: /s/ Harold G. Barksdale
Name: Harold G. Barksdale
Title: Vice President and Corporate Secretary

Exhibit 1.1

EXECUTION VERSION

Tyco Electronics Group S.A.

€550,000,000 0.00% Senior Notes due 2025

Fully and unconditionally guaranteed as to payment of principal, premium, if any, and interest by TE Connectivity Ltd.

Underwriting Agreement

February 6, 2020

BNP Paribas
Goldman Sachs & Co. LLC
Citigroup Global Markets Limited
Merrill Lynch International
Banca IMI S.p.A.
Barclays Bank PLC
Commerzbank Aktiengesellschaft
Credit Suisse Securities (Europe) Limited
Siebert Williams Shank & Co., LLC
SMBC Nikko Capital Markets Limited

c/o BNP Paribas,
10 Harewood Avenue,
London NW1 6AA, United Kingdom.

c/o Goldman Sachs & Co. LLC
200 West Street,
New York, New York 10282-2198.

Ladies and Gentlemen:

Tyco Electronics Group S.A., a Luxembourg public limited liability company (*société anonyme*) having its registered office at 46 Place Guillaume II, L-1648 Luxembourg and registered with the Luxembourg trade and companies register (*Registre de commerce et des sociétés*, Luxembourg) under number B.123549 (the "Company"), proposes, subject to the terms and conditions stated herein, to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters") for whom BNP Paribas and Goldman Sachs & Co. LLC (the "Representatives" or "you") are acting as representatives, an aggregate of €550,000,000 principal amount of its 0.00% Senior Notes due 2025 (the "Securities"). The Securities will be fully and unconditionally guaranteed as to payment of principal, premium, if any, and interest (the "Guarantee") by TE Connectivity Ltd., a Swiss corporation (the "Guarantor"), and will have the terms set forth in Schedule III. The Securities and Guarantee are to be issued pursuant to the Indenture, dated as of September 25, 2007 (the "Base Indenture"), among the Company, the Guarantor and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"), as supplemented by the sixteenth supplemental indenture governing the Securities, to be dated as of February 14, 2020 (the "Sixteenth Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), among the Company, the Guarantor and the Trustee.

The Securities will be issued in the form of a permanent global security (the "Global Security") registered in the name of a nominee of a common safekeeper (the "CSK") located outside the United States for Clearstream Banking, société anonyme ("Clearstream"), or Euroclear Bank SA/NV, as operator of the Euroclear System ("Euroclear"). The Global Security will be issued under the New Safekeeping Structure ("NSS") and is intended to be held in a manner that would allow eligibility as collateral for Eurosystem intra-day credit and monetary policy operations. In connection with the issuance of the Securities, the Company will enter into an international central securities depositaries agreement (the "ICSD Agreement"), to be dated February 14, 2020, among the Company, Euroclear and Clearstream.

1. The Company and the Guarantor, jointly and severally, as of the Applicable Time (as defined in Section 1(c) hereof) and as of the time of execution of this Agreement, represent and warrant to, and agree with, each of the Underwriters that:

(a) An "automatic shelf registration" statement as defined under Rule 405 under the Securities Act of 1933, as amended (the "Act") on Form S-3 (File No. 333-228859) in respect of the Securities has been filed with the Securities and Exchange Commission (the "Commission") not earlier than three years prior to the date hereof; such registration statement, and any post-effective amendment thereto, became effective on filing; and no stop order suspending the effectiveness of such registration statement or any part thereof has been issued and no proceeding for that purpose has been initiated or, to the Company's knowledge, threatened by the Commission, and no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act has been received by the Company (the base prospectus filed as part of such registration statement, in the form in which it has most recently been filed with the Commission on or prior to the date of this Agreement, is hereinafter called the "Basic Prospectus"; any preliminary prospectus (including any preliminary prospectus supplement) relating to the Securities filed with the Commission pursuant to Rule 424(b) under the Act is hereinafter called a "Preliminary Prospectus"; the various parts of such registration statement, including all exhibits thereto but excluding Form T-1 and including any prospectus supplement relating to the Securities that is filed with the Commission and deemed by virtue of Rule 430B to be part of such registration statement, each as amended at the time such part of the registration statement became effective, are hereinafter collectively called the "Registration Statement"; the Basic Prospectus, as amended and supplemented immediately prior to the Applicable Time (as defined in Section 1(c) hereof), is hereinafter called the "Pricing Prospectus"; the form of the final prospectus relating to the Securities filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof is hereinafter called the "Prospectus"; any reference herein to the Basic Prospectus, the Pricing Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Act, as of the date of such prospectus; any reference to any amendment or supplement to the Basic Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any post-effective amendment to the Registration Statement, any prospectus supplement relating to the Securities filed with the Commission pursuant to Rule 424(b) under the Act and any documents filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and incorporated therein, in each case after the date of the Basic Prospectus, such Preliminary Prospectus, or the Prospectus, as the case may be, and prior to the termination of the offering of the Securities; any reference to any amendment to the Registration Statement shall be deemed to refer to and include any annual report of the Company filed pursuant to Section 13(a) or 15(d) of the Exchange Act after the effective date of the Registration Statement and prior to the termination of the offering of the Securities that is incorporated by reference in the Registration Statement; and any "issuer free writing prospectus" as defined in Rule 433 under the Act relating to the Securities is hereinafter called an "Issuer Free Writing Prospectus").

(b) No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission, and each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company or the Guarantor by an Underwriter through the Representatives expressly for use therein.

(c) For the purposes of this Agreement, the "Applicable Time" is 2:55 p.m. (London time) on the date of this Agreement; the Pricing Prospectus as supplemented by the documents, if any, listed on Schedule II(a), taken together (collectively, the "Pricing Disclosure Package") as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus listed on Schedule II(b) hereto does not conflict with the information contained in the Pricing Prospectus or the Prospectus and each such Issuer Free Writing Prospectus, as supplemented by and taken together with the Pricing Disclosure Package as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, that this representation and warranty shall not apply to statements or omissions made in an Issuer Free Writing Prospectus in reliance upon and in conformity with information furnished in writing to the Company or the Guarantor by an Underwriter through the Representatives expressly for use therein.

(d) The documents incorporated by reference in the Pricing Prospectus and the Prospectus, when they were filed with the Commission, conformed in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents contained at such time an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; any further documents so filed and incorporated by reference in the Prospectus or any further amendment or supplement thereto, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; *provided*, *however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein; and no such documents were filed with the Commission since the Commission's close of business on the business day immediately prior to the date of this Agreement and prior to the execution of this Agreement, except as set forth on Schedule II(b) hereto.

(e) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will conform, in all material respects to the requirements of the Act and the Trust Indenture Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement and as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; *provided*, *however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein.

(f) None of the Guarantor, the Company nor any of their material operating subsidiaries listed on Schedule IV, which collectively account for at least 50% of the Guarantor's consolidated net revenue for fiscal year 2019 (each, a "Significant Subsidiary"), has sustained since the date of the latest audited consolidated financial statements included in the Pricing Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus, which loss or interference would have a material adverse effect on the Company, the Guarantor or any Significant Subsidiary; and, since the respective dates as of which information is given in the Pricing Prospectus, there has not been any material change in the capital stock or long-term debt of the Guarantor or the Company, or any material adverse change, or any development that is reasonably likely to involve a prospective material adverse change, in or affecting the general affairs, management, consolidated financial condition, consolidated shareholders' equity or consolidated results of operations of the Guarantor and its subsidiaries taken as a whole (each a "Material Adverse Effect") otherwise than as set forth or contemplated in the Pricing Prospectus.

(g) Each of the Company, the Guarantor and the Significant Subsidiaries has good title to all real property owned by them, in each case free and clear of all liens, encumbrances and defects except such as are described in the Pricing Prospectus or where the failure to have such title or the existence of such liens, encumbrances and defects would not, individually or in the aggregate, have a Material Adverse Effect; and any real property and buildings held under lease by the Company, the Guarantor and the Significant Subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as would not, individually or in the aggregate, have a Material Adverse Effect.

(h) Each of the Company and the Guarantor has been duly formed and is validly existing as a corporation or a company, as the case may be, in good standing (to the extent good standing is applicable in such jurisdiction) under the laws of the jurisdiction of its formation, has the corporate or company power and authority to own its properties and to conduct its business as described in the Pricing Prospectus, and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not, individually or in the aggregate, have a Material Adverse Effect.

(i) The Guarantor has an authorized capitalization as set forth in the Pricing Prospectus, and all of the issued common shares of the Guarantor have been duly authorized and validly issued and are fully paid and non-assessable; and all of the issued shares of capital stock of each Significant Subsidiary have been duly authorized and validly issued, are fully paid and non-assessable and (except for director's qualifying shares) are owned directly or indirectly by the Company or the Guarantor, free and clear of all liens, encumbrances, equities or claims that would, individually or in the aggregate, have a Material Adverse Effect.

(j) Each Significant Subsidiary has been duly incorporated or formed, is validly existing as a corporation or company in good standing under the laws of the jurisdiction of its incorporation or formation (to the extent good standing is applicable in such jurisdiction), has the corporate or company power and authority to own its property and to conduct its business as described in the Pricing Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not, individually or in the aggregate, have a Material Adverse Effect.

(k) This Agreement has been duly authorized, executed and delivered by the Company and the Guarantor.

(l) The Securities have been duly authorized and, when issued and delivered and paid for by the Underwriters in accordance with the terms of this Agreement and duly effectuated by the relevant CSK, will have been duly executed, authenticated, issued, delivered and effectuated and will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to the effects of applicable bankruptcy, insolvency and similar laws affecting the enforcement of creditors' rights generally and equitable principles of general applicability, entitled to the benefits provided by the Indenture under which they are to be issued; the Indenture has been duly qualified under the Trust Indenture Act and constitutes a valid and legally binding instrument, enforceable against the Company and the Guarantor in accordance with its terms, subject to the effects of applicable bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equitable principles; and the Securities, the Guarantee and the Indenture will conform in all material respects to the descriptions thereof in the Pricing Disclosure Package and the Prospectus and will be in substantially the form previously delivered to you and substantially in the form filed or incorporated by reference, as the case may be, as an exhibit to the Registration Statement; and the Guarantee has been duly authorized by the Guarantor. When the Securities have been executed, issued and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters in accordance with the terms of this Agreement, and the Guarantee has been issued and executed in accordance with the provisions of the Indenture, the Guarantee will be the valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms, subject to the effects of applicable bankruptcy, insolvency and similar laws affecting the enforcement of creditors' rights generally and equitable principles of general applicability.

(m) Prior to the date hereof, neither the Company, the Guarantor nor any of its affiliates has taken any action which is designed to or which has constituted or which might cause or result in stabilization or manipulation of the price of any security of the Company or the Guarantor in connection with the offering of the Securities.

(n) The execution and delivery by the Company and the Guarantor of, and the performance by them of their obligations under, this Agreement, the Indenture, the ICSD Agreement, the Securities and the Guarantee will not contravene (i) any provision of the applicable law or the certificate of incorporation or other governing documents or the Bye-Laws, if any, of the Company or the Guarantor, or (ii) any agreement or other instrument binding upon the Company, the Guarantor or any of the Significant Subsidiaries (except to the extent such contravention would not, individually or in the aggregate, have a Material Adverse Effect), or (iii) any judgment, order or decree of any governmental body, agency or body having jurisdiction over the Guarantor, the Company or any Significant Subsidiary; and no consent, approval, authorization, order, registration or qualification of or with any governmental agency or body is required to be obtained by the Company or the Guarantor for the performance by the Company or the Guarantor of its obligations under this Agreement, the Indenture, the ICSD Agreement, the Securities or the Guarantee, except such as have been obtained under the Act and the Trust Indenture Act and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Securities and the Guarantee by the Underwriters.

(o) Neither the Company nor the Guarantor is in violation of its Certificate of Incorporation or other governing documents or its Bye-Laws, if any.

(p) Neither the Company nor the Guarantor is in default in the performance or observance of any obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, which default would, individually or in the aggregate, have a Material Adverse Effect.

(q) The statements set forth in the Pricing Prospectus and the Prospectus under the caption “Description of the Notes and the Guarantee”, insofar as they purport to describe the material terms of the Securities, the Indenture and the Guarantee, and the statements set forth in the Pricing Prospectus and the Prospectus under the caption “Underwriting”, insofar as they purport to describe the material provisions of the laws and documents referred to therein, fairly describe, in all material respects, those terms and provisions.

(r) To the extent that the statements set forth in the Pricing Prospectus and the Prospectus under the caption “Certain Tax Considerations—United States”, purport to describe certain provisions of the United States federal tax laws referred to therein, such summaries fairly describe, in all material respects, such provisions.

(s) Other than as set forth in the Pricing Prospectus and the Prospectus, there are no legal or governmental proceedings pending to which any of the Company, the Guarantor or any Significant Subsidiary is a party, which is reasonably likely to be determined adversely to the Company, the Guarantor or any Significant Subsidiary and would, individually or in the aggregate, have a Material Adverse Effect; and neither the Company nor the Guarantor has received any written indication that any such proceedings are threatened or, to the best of each of the Company's and the Guarantor's knowledge, contemplated by governmental authorities or threatened by others.

(t) The Guarantor is subject to Section 13 or 15(d) of the Exchange Act.

(u) Neither the Company nor the Guarantor are, and after giving effect to the offering and sale of the Securities and the Guarantee and the application of the proceeds thereof, will be required to register as an "investment company", as such term is defined in the United States Investment Company Act of 1940, as amended (the "Investment Company Act").

(v) (i)(A) At the time of filing the Registration Statement, (B) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus) and (C) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) under the Act) made any offer relating to the Securities in reliance on the exemption of Rule 163 under the Act, the Company and the Guarantor were each "well-known seasoned issuers" as defined in Rule 405 under the Act; and (ii) at the earliest time after filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Securities, neither the Company nor the Guarantor was an "ineligible issuer" as defined in Rule 405 under the Act.

(w) Deloitte & Touche LLP, who have certified certain consolidated financial statements of the Guarantor and its subsidiaries, are an independent registered public accounting firm as required by the Act and the rules and regulations of the Commission thereunder.

(x) The Guarantor maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) of the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by the Guarantor's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Except as disclosed in the Pricing Prospectus, the internal control over consolidated financial reporting of the Guarantor is effective and the Guarantor is not aware of any material weaknesses in its internal control over financial reporting.

(y) Except as disclosed in the Pricing Prospectus and the Prospectus, since the date of the latest audited consolidated financial statements included in the Pricing Prospectus and the Prospectus, there has been no change in internal control over the consolidated financial reporting of the Guarantor that has materially affected, or is likely to materially affect, the internal control over the consolidated financial reporting of the Guarantor.

(z) The Guarantor maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) of the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Guarantor is made known to the Guarantor's principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures are effective.

(aa) Except as disclosed in the Pricing Prospectus and the Prospectus, the Guarantor and each Significant Subsidiary are (i) in compliance with applicable federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"); (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses; (iii) are in compliance with all terms and conditions of any such permits, licenses or approvals; and (iv) have not received notice of any actual or potential liability under any Environmental Law, except in any such case where the failure to comply with Environmental Laws or failures to receive or to comply with such permits, licenses or approvals would not, individually or in the aggregate, have a Material Adverse Effect. In the ordinary course of its business, the Guarantor periodically reviews the effect of Environmental Laws on its business, operations and properties, in the course of which it identifies and evaluates associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws, or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties); on the basis of such review, the Guarantor has reasonably concluded that such associated costs and liabilities would not, individually or in the aggregate, have a Material Adverse Effect, except as set forth in or contemplated in the Pricing Prospectus and the Prospectus.

(bb) Except as described in the Pricing Prospectus and the Prospectus, to the Guarantor's knowledge, the Guarantor, the Company or one or more of their subsidiaries owns, possesses or has the right to employ such patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, software, systems or procedures), trademarks, service marks and trade names, inventions, computer programs, technical data and information (collectively, the "Intellectual Property Rights") that the Guarantor and the Company reasonably believe are necessary to conduct their businesses, in all material respects, as now conducted. Except as set forth or contemplated in the Pricing Prospectus and the Prospectus, neither the Guarantor nor, to its knowledge, any subsidiary has received any written notice of infringement of or conflict with asserted rights of others with respect to any of the Intellectual Property Rights, except as would not, individually or in the aggregate, result in a Material Adverse Effect.

(cc) None of the Company, the Guarantor or, to the knowledge of the Guarantor, any officer, director or employee of the Company, the Guarantor or any Significant Subsidiary is aware of or has taken any action, directly or indirectly, that would result in a violation by the Company, the Guarantor or such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA") or the U.K. Bribery Act 2010, as may be amended, or any anti-corruption law enacted or enforced by the European Union (collectively, the "Anti-Corruption Laws"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; except as would not, individually or in the aggregate, result in a Material Adverse Effect. The Company, Guarantor and the Significant Subsidiaries maintain policies intended to ensure compliance with the Anti-Corruption Laws in all material respects. No part of the proceeds of the offering will be used, directly or, to the knowledge of the Company and the Guarantor, indirectly, in violation of the Anti-Corruption Laws.

(dd) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental entity (collectively, the "Money Laundering Laws"); and no action, suit or proceeding by or before any governmental entity involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(ee) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently the subject of any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"), the European Union, the United Nations Security Council, Her Majesty's Treasury of the United Kingdom (collectively "Sanctions"); and the Company will not, directly or, to the knowledge of the Company and the Guarantor, indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity for the purpose of financing the activities of any person currently subject to any Sanctions.

The representation in this clause (ee) is provided to (i) each Underwriter domiciled in the European Union or the United Kingdom only if and to the extent that it does not result in a violation of the Council Regulation (EC) No. 2271/96 of 22 November 1996 (the "Blocking Regulation") or any laws or regulations implementing the Blocking Regulation in any member state of the European Union or the United Kingdom and (ii) Commerzbank Aktiengesellschaft only if and to the extent that it does not result in a violation of Section 7 of the German Foreign Trade Ordinance (Außenwirtschaftsverordnung).

(ff) Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus or except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect: (i) (x) there has been no security breach or other compromise of or relating to any of the Company's or its subsidiaries' information technology and computer systems, networks, hardware, software, data (including the data of their respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of them used in connection with their business) or equipment (collectively, "IT Systems and Data") and (y) the Company and its subsidiaries have not been notified of, and have no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to their IT Systems and Data; (ii) to the knowledge of the Company, the Company and its subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification; and (iii) the Company and its subsidiaries have implemented backup and disaster recovery plans as the Company reasonably believes are consistent with industry standards and practices.

(gg) The Company represents that the choice of law provisions set forth in this Agreement are legal, valid and binding under the laws of Luxembourg and will be recognized and given effect to by the courts of Luxembourg (unless a court determined that doing so would be contrary to international public policy in Luxembourg); the Company has, under the laws of Luxembourg, the power to submit to the jurisdiction of New York Courts; the irrevocable submission of the Company to the jurisdiction of the New York courts and the waiver by the Company of any immunity and any objection to the venue of the proceeding in a New York court, included in this Agreement, are legal, valid and binding under the laws of Luxembourg; neither the Company nor any of its assets is entitled to immunity (or any similar defense) from suit, execution, attachment or other legal process in Luxembourg; this Agreement is in proper legal form under the laws of Luxembourg for the enforcement thereof against the Company, and nothing in Luxembourg prevents suit upon this Agreement in the courts of Luxembourg; and it is not necessary (a) in order to enable the Underwriters to exercise or enforce their rights under this Agreement in Luxembourg or (b) by reason of the entry into and performance of this Agreement, that any of the Underwriters should be licensed, qualified, authorized or entitled to do business in Luxembourg.

(hh) The Guarantor represents that the choice of law provisions set forth in this Agreement are legal, valid and binding under the laws of Switzerland, and will be recognized and given effect to by the courts of Switzerland (unless a Swiss court determined that doing so would be contrary to public policy in Switzerland); the Guarantor has, under the laws of Switzerland, the power to submit to the jurisdiction of New York Courts; the irrevocable submission of the Guarantor to the jurisdiction of the New York courts and the waiver by the Guarantor of any immunity and any objection to the venue of the proceeding in a New York court, included in this Agreement, are legal, valid and binding under the laws of Switzerland; neither the Guarantor nor any of its assets is entitled to immunity (or any similar defense) from suit, execution, attachment or other legal process in Switzerland; this Agreement is in proper legal form under the laws of Switzerland, for the enforcement thereof against the Guarantor and nothing in Swiss law prevents suit upon this Agreement in the courts of Switzerland; and it is not necessary (a) in order to enable the Underwriters to exercise or enforce their rights under this Agreement in Switzerland or (b) by reason of the entry into and performance of this Agreement, that any of the Underwriters should be licensed, qualified, authorized or entitled to do business in Switzerland.

2. Subject to the terms and conditions herein set forth, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at a purchase price of 98.938% of the principal amount thereof, plus accrued interest, if any, from February 14, 2020 to the Time of Delivery (as defined below) hereunder, the principal amount of the Securities (and the related Guarantee) set forth opposite the name of such Underwriter in Schedule I hereto.

3. Upon the authorization by the Representatives of the release of the Securities (and the related Guarantee), the several Underwriters propose to offer the Securities and the Guarantee for sale upon the terms and conditions set forth in this Agreement and the Prospectus.

4. (a) The Securities to be purchased by each Underwriter hereunder will be represented by the Global Security in book-entry form which will be registered in the name of a nominee of the CSK located outside the United States for Clearstream and Euroclear. Payment of the purchase price shall be made by the Underwriters in (same day) funds in euro by wire transfer through a common service provider appointed by Euroclear/Clearstream (the "Common Service Provider") to the account specified by the Company to BNP Paribas at least 48 hours in advance against delivery of the Global Security representing all of the Securities to the Common Service Provider for the respective accounts of the several Underwriters, with any transfer taxes payable in connection with transfer of the Securities to the Underwriters duly paid by the Company. The Company will cause the certificate representing the Securities and the Guarantee to be made available to BNP Paribas for checking at least 24 hours prior to the Time of Delivery (as defined below) at the office of the Common Service Provider or its designated custodian (the "Designated Office"). The time and date of such delivery and payment shall be 10:00 a.m. London time, on February 14, 2020 or such other time and date as the Representatives and the Company may agree upon in writing. Such time and date are herein called the "Time of Delivery".

(b) The documents to be delivered at the Time of Delivery by or on behalf of the parties hereto pursuant to Section 9 hereof, including the cross-receipt for the Securities, will be delivered at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004 (the "Closing Location"), and the Securities and the Guarantee will be delivered at the Designated Office, all at the Time of Delivery. A meeting will be held at the Closing Location at 5:00 p.m., New York City time, on the Banking Business Day next preceding the Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 4 and Section 5(c), "Banking Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York or London, England are generally authorized or obligated by law or executive order to close.

5. Each of the Company and the Guarantor, jointly and severally, agrees with each of the Underwriters:

(a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the date of this Agreement; to make no further amendment or any supplement to the Registration Statement, the Basic Prospectus or the Prospectus prior to the Time of Delivery which shall be disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish you with copies thereof; to prepare a final term sheet, containing solely a description of the Securities, in a form approved by you and to file such term sheet pursuant to Rule 433(d) under the Act within the time required by such Rule; to file promptly all other material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to file promptly all reports and any definitive proxy or information statements required to be filed by the Company or the Guarantor with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required in connection with the offering or sale of the Securities; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Securities, of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act, of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order; and in the event of any such issuance of a notice of objection, promptly to take such steps including, without limitation, amending the Registration Statement or filing a new registration statement, at its own expense, as may be necessary to permit offers and sales of the Securities by the Underwriters (references herein to the Registration Statement shall include any such amendment or new registration statement).

(b) Promptly from time to time to take such action as you may reasonably request to qualify the Securities and the Guarantee for offering and sale under the securities laws of such jurisdictions as you may reasonably request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Securities and the Guarantee, *provided* that in connection therewith neither the Company nor the Guarantor shall be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction.

(c) Prior to 10:00 a.m. (London time) on the Banking Business Day next succeeding the date of this Agreement and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus in New York City and London in such quantities as you may from time to time reasonably request, and, during the period when a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required to be delivered under the Act, and if at any time during such period any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or, in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary or desirable during such same period to amend or supplement the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Act, the Exchange Act or the Trust Indenture Act, to notify you and upon your request to file such document in a form approved by you (such approval not to be unreasonably withheld) and to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus in a form approved by you (such approval not to be unreasonably withheld) and which will correct such statement or omission or effect such compliance.

(d) To make generally available to their securityholders as soon as practicable, but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Guarantor and its subsidiaries (which need not be audited) satisfying Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158).

(e) During the period beginning from the date hereof and continuing until the later of the Time of Delivery and such earlier time as you may notify the Company, not to offer, sell, contract to sell, pledge, grant any option, make any short sale or otherwise dispose of, except as provided hereunder any securities of the Company or the Guarantor that are substantially similar to the Securities and the Guarantee without your prior written consent.

(f) To pay the required Commission filing fees relating to the Securities within the time required by Rule 456(b)(1) under the Act without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) under the Act.

(g) Not to be or become, at any time prior to the expiration of two years after the Time of Delivery, an open-end investment company, unit investment trust, closed-end investment company or face-amount certificate company that is or is required to be registered under Section 8 of the Investment Company Act.

(h) To use the net proceeds received by it from the sale of the Securities pursuant to this Agreement in the manner specified in the Pricing Disclosure Package and the Prospectus under the caption "Use of Proceeds."

(i) To cooperate with the Underwriters in arranging for the Securities to be eligible for clearance and settlement through Euroclear and Clearstream.

(j) To use commercially reasonable efforts to list, subject to notice of issuance if applicable, the Securities on the New York Stock Exchange (the "NYSE") for trading on such exchange as promptly as practicable after the date hereof.

(k) To use commercially reasonable efforts to list, subject to notice of issuance if applicable, the Securities on the Official List of Euronext Dublin for trading on the Global Exchange Market thereof as promptly as practicable after the date hereof.

6. (a) (i) Each of the Company and the Guarantor, jointly and severally, represents and agrees that, other than the final term sheet prepared and filed pursuant to Section 5(a) hereof, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Securities or the Guarantee that would constitute a "free writing prospectus" as defined in Rule 405 under the Act;

(ii) each Underwriter represents and agrees that, without the prior consent of the Company and the Representatives, other than one or more term sheets relating to the Securities and the Guarantee containing customary information and conveyed to purchasers of Securities, it has not made and will not make any offer relating to the Securities and the Guarantee that would constitute a free writing prospectus that is required to be filed with the Commission pursuant to Rule 433 under the Act; and

(iii) any such free writing prospectus the use of which has been consented to by the Company and the Representatives (including the final term sheet prepared and filed pursuant to Section 5(a) hereof) is listed on Schedule II(b) hereto.

(b) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending.

(c) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus any event occurred or occurs as a result of which such Issuer Free Writing Prospectus would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus or other document which will correct such conflict, statement or omission; *provided*, *however*, that this representation and warranty shall not apply to any statements or omissions in an Issuer Free Writing Prospectus made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein.

7. The Company and the Guarantor hereby authorize BNP Paribas in its role as stabilizing manager (the "Stabilizing Manager") as the central point responsible for adequate public disclosure regarding stabilization of the information required in relation to such stabilization and handling any competent authority requests by Commission Delegated Regulation (EU) 2016/1052 of 8 March 2016 supplementing Regulation (EU) No 596/2014 on market abuse, as amended or superseded. The Stabilizing Manager for its own account may, to the extent permitted by applicable laws and directives, over-allot and effect transactions with a view to supporting the market price of the Securities at a level higher than that which might otherwise prevail, but in doing so the Stabilizing Manager shall act as principal and not as agent of the Company and any loss resulting from over-allotment and stabilization shall be borne, and any profit arising therefrom shall be beneficially retained, by the Stabilizing Manager. However, there is no assurance that the Stabilizing Manager (or persons acting on behalf of the Stabilizing Manager) will undertake any stabilization action. Any stabilization action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the Securities is made, and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue of the Securities and 60 days after the date of the allotment of the Securities. Nothing contained in this paragraph shall be construed so as to require the Company to issue in excess of the aggregate principal amount of Securities specified in Schedule I hereto. Such stabilization action must be conducted by the Stabilizing Manager in accordance with all applicable laws and regulations.

8. Each of the Company and the Guarantor, jointly and severally, covenants and agrees with the several Underwriters that the Company and the Guarantor will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's and the Guarantor's counsel and accountants in connection with the issue of the Securities and the Guarantee and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, any Issuer Free Writing Prospectus and the Prospectus and any amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or reproducing any Agreement among Underwriters, this Agreement, the Indenture, the Blue Sky Memorandum, closing documents and any other documents in connection with the offering, purchase, sale and delivery of the Securities and the Guarantee; (iii) all expenses in connection with the qualification of the Securities and the Guarantee for offering and sale under state securities laws as provided in Section 5(b) hereof, including the reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky and legal investment surveys; (iv) any fees charged by securities rating services for rating the Securities; (v) the cost of preparing the Securities and the Guarantee; (vi) the fees and expenses of the Trustee and any agent of the Trustee and the fees and disbursements of counsel for the Trustee in connection with the Indenture, the Securities and the Guarantee; (vii) all expenses and application fees in connection with the listing of the Securities on the NYSE; (viii) the costs of admitting the Securities to the Official List of Euronext Dublin and to trading on the Global Exchange Market thereof and any expenses incidental thereto, including those of the Irish listing agent; and (ix) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in clause (iii) of this Section, and Sections 10 and 13 hereof, the Underwriters will pay expenses of the Underwriters and representatives of the Company associated with any roadshow presentation and all of their own costs and expenses, including the fees of their counsel, transfer taxes on resale of any of the Securities and the Guarantee by the Underwriters, and any advertising expenses connected with any offers they may make. Each Underwriter agrees to pay the portion of such expenses represented by such Underwriter's pro rata share (based on the proportion that the principal amount of Securities set forth opposite each Underwriter's name in Schedule I bears to the aggregate principal amount of Securities set forth opposite the names of all Underwriters) of the Securities.

9. The obligations of the Underwriters hereunder shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company and the Guarantor herein are, at and as of the Time of Delivery, true and correct, the condition that the Company and the Guarantor shall have each performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; the final term sheet contemplated by Section 5(a) hereof, and any other material required to be filed by the Company pursuant to Rule 433(d) under the Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or, to the Company's knowledge, threatened by the Commission and no notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act shall have been received; no stop order suspending or preventing the use of the Prospectus or any Issuer Free Writing Prospectus shall have been initiated or, to the Company's knowledge, threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction.

(b) Sullivan & Cromwell LLP, counsel to the Underwriters, shall have furnished to you such written opinions, dated the Time of Delivery, in form and substance satisfactory to you, with respect to such matters as you may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters.

(c) Weil, Gotshal & Manges LLP, special New York counsel to the Company and the Guarantor, shall have furnished to you such written opinions, dated the Time of Delivery, that will be substantially to the effect set forth in Annex II.

(d) Allen & Overy, *société en commandite simple*, Luxembourg counsel to the Company, shall have furnished to you such written opinion, dated the Time of Delivery, that will be substantially to the effect set forth in Annex III.

(e) Appleby, Bermuda counsel to the Guarantor, shall have furnished to you such written opinion, dated the Time of Delivery, that will be substantially to the effect set forth in Annex IV.

(f) John S. Jenkins, Jr., General Counsel to the Guarantor, shall have furnished to you such written opinion, dated the Time of Delivery, that will be substantially to the effect set forth in Annex V.

(g) Bär & Karrer AG, Swiss counsel to the Guarantor, shall have furnished to you such written opinion, dated the Time of Delivery, that will be substantially to the effect set forth in Annex VI.

(h) On the date of the Prospectus at a time prior to the execution of this Agreement and also at the Time of Delivery, Deloitte & Touche LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance satisfactory to you, to the effect set forth in Annex I.

(i) (i) None of the Company, the Guarantor nor any subsidiary thereof shall have sustained since the date of the latest audited consolidated financial statements included in the Pricing Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus, and (ii) since the respective dates as of which information is given in the Pricing Prospectus there shall not have been any material change in the capital stock or long-term debt of the Company, the Guarantor or any subsidiary thereof or any change, or any development involving a prospective change, in or affecting the general affairs, management, consolidated financial position, consolidated shareholders' equity or consolidated results of operations of the Guarantor, otherwise than as set forth or contemplated in the Pricing Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in the judgment of the Representatives, on behalf of the Underwriters, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or the delivery of the Securities on the terms and in the manner contemplated in this Agreement and in the Prospectus.

(j) On or after the Applicable Time (i) no downgrading shall have occurred in the rating accorded to such debt securities or preferred stock of the Company or the Guarantor by any "nationally recognized statistical rating organization", as that term is defined by the Commission under Section 3(a)(62) of the Exchange Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's or the Guarantor's debt securities or preferred stock.

(k) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the NYSE; (ii) a general moratorium on commercial banking activities declared by either U.S. federal, New York State or European Union authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States or Europe; (iii) the outbreak or escalation of hostilities involving the United States or the member states of the European Union or the declaration by the United States of a national emergency or war; or (iv) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or the member states of the European Union or elsewhere, if the effect of any such event specified in clause (iii) or (iv) in the judgment of the Representatives, on behalf of the Underwriters, makes it impracticable or inadvisable to proceed with the offering or the delivery of the Securities on the terms and in the manner expressly contemplated in the Prospectus.

(l) The Securities shall be eligible for clearance and settlement through Euroclear and Clearstream.

(m) The Company shall have furnished or caused to be furnished to you at the Time of Delivery certificates satisfactory to you as to the accuracy of the representations and warranties of the Guarantor and the Company herein at and as of such Time of Delivery, as to the performance by the Guarantor and the Company of all of its obligations hereunder to be performed at or prior to such Time of Delivery, as to the matters set forth in subsections (a) and (i) of this Section and as to such other matters as you may reasonably request.

(n) The Company shall have furnished or caused to be furnished to you at the Time of Delivery (i) an executed copy of the ICSD Agreement substantially in the form attached hereto as Annex VII and (ii) a duly executed copy of the effectuation authorization substantially in the form attached hereto as Annex VIII.

10. (a) The Company and the Guarantor, jointly and severally, agree to indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; *provided*, *however*, that the Company and the Guarantor shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any such amendment or supplement thereto, or any Issuer Free Writing Prospectus, in reliance upon and in conformity with written information furnished to the Company or the Guarantor by any Underwriter through the Representatives expressly for use therein.

(b) Each Underwriter, severally and not jointly, will indemnify and hold harmless the Company and the Guarantor against any losses, claims, damages or liabilities to which the Company or the Guarantor may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any such amendment or supplement, or any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Company or the Guarantor by such Underwriter through the Representatives expressly for use therein; it being understood and agreed that the only such information furnished by any Underwriter consists exclusively of the second and third sentences of the third paragraph (concerning the terms of the offering by the Underwriters), the eleventh sentence of the fourth paragraph (concerning market making by the Underwriters) and the fifth, sixth and seventh paragraphs (concerning stabilizing transactions, over-allotment, short sales and purchases to cover positions created by short sales by the Underwriters) under the caption "Underwriting" in the Prospectus; and will reimburse the Company and the Guarantor for any legal or other expenses reasonably incurred by the Company or the Guarantor in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party, and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case, subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, which consent shall not be unreasonably withheld, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 10 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantor on the one hand and the Underwriters on the other from the offering of the Securities. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Guarantor on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company and the Guarantor on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company and the Guarantor bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company and the Guarantor on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, the Guarantor and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities purchased by it and distributed to investors were offered to investors exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective purchasing obligations and not joint.

(e) The obligations of the Company and the Guarantor under this Section 10 shall be in addition to any liability which the Company or the Guarantor may otherwise have and shall extend, upon the same terms and conditions, to any affiliate of each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act and each broker dealer affiliate of any Underwriter; and the obligations of the Underwriters under this Section 10 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company or the Guarantor, as the case may be, and to each person, if any, who controls the Company or the Guarantor, as the case may be, within the meaning of the Act.

11. (a) If any Underwriter shall default in its obligation to purchase the Securities which it has agreed to purchase hereunder, the Representatives may in their discretion arrange for any of the Representatives or another party or other parties to purchase such Securities on the terms contained herein. If within thirty-six hours after such default by any Underwriter the Representatives do not arrange for the purchase of such Securities, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to the Representatives to purchase such Securities on such terms. In the event that, within the respective prescribed periods, the Representatives notify the Company that they have so arranged for the purchase of such Securities, or the Company notifies the Representatives that it has so arranged for the purchase of such Securities, the Representatives or the Company shall have the right to postpone the Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Prospectus, or in any other documents or arrangements, and the Company and the Guarantor agree to prepare promptly any amendments to the Prospectus which in the opinion of the Representatives may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Securities.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the Representatives and the Company as provided in subsection (a) above, the aggregate principal amount of such Securities which remains unpurchased does not exceed one-eleventh of the aggregate principal amount of all the Securities, then the Company shall have the right to require each non-defaulting Underwriter to purchase the principal amount of Securities which such Underwriter agreed to purchase hereunder and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the principal amount of Securities which such Underwriter agreed to purchase hereunder) of the Securities of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the Representatives and the Company as provided in subsection (a) above, the aggregate principal amount of Securities which remains unpurchased exceeds one-eleventh of the aggregate principal amount of all the Securities, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Securities of a defaulting Underwriter or Underwriters, then this Agreement shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company or the Guarantor, except for the expenses to be borne by the Company, the Guarantor and the Underwriters as provided in Section 8 hereof and the indemnity and contribution agreements in Section 10 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

12. The respective indemnities, agreements, representations, warranties and other statements of the Company, the Guarantor and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Company or the Guarantor, or any officer or director or controlling person of the Company or the Guarantor, and shall survive delivery of and payment for the Securities.

13. If this Agreement shall be terminated pursuant to Section 11 hereof, neither the Company nor the Guarantor shall then be under any liability to any Underwriter except as provided in Sections 8 and 10 hereof; but, if for any other reason, the Securities are not delivered by or on behalf of the Company as provided herein, the Company or the Guarantor will reimburse the Underwriters through the Representatives for all out of pocket expenses approved in writing by you, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Securities, but neither the Company nor the Guarantor shall then be under further liability to any Underwriter except as provided in Sections 8 and 10 hereof.

14. In all dealings hereunder, the Representatives shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by the Underwriters. All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission in care of BNP Paribas, 10 Harewood Avenue, London NW1 6AA, United Kingdom, Attention: Fixed Income Syndicate, Facsimile: +44 20 7595 2555 and Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282-2198, Attention: Registration Department, Facsimile: (212) 902-3000; if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth in the Prospectus, Attention: Secretary; if to the Guarantor shall be delivered or sent by mail, telex or facsimile transmission to the address of the Guarantor set forth in the Prospectus, Attention: Secretary; *provided*, *however*, that any notice to an Underwriter shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company and the Guarantor by the Representatives upon request. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

15. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and the Guarantor and, to the extent provided in Sections 10 and 12 hereof, the officers and directors of the Company and the Guarantor and each person who controls the Company or the Guarantor or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Securities from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

16. The execution of this Agreement by all parties will constitute the Underwriters' acceptance of the ICMA Agreement Among Managers Version 1/New York Schedule subject to any amendment notified to the Underwriters in writing at any time prior to the execution of this Agreement. References to the "Managers" shall be deemed to refer to the Underwriters, references to the "Lead Manager" shall be deemed to refer to each of the Representatives and references to "Settlement Lead Manager" shall be deemed to refer to BNP Paribas. As applicable to the Underwriters, Clause 3 of the ICMA Agreement Among Managers Version 1/New York Schedule shall be deemed to be deleted in its entirety and replaced with Section 11 of this Agreement. Notwithstanding anything contained in the ICMA Agreement Among Managers Version 1/New York Schedule, each Underwriter hereby agrees that the Settlement Lead Manager may allocate such Underwriter's pro rata share of expenses contemplated by Section 8 above to the account of such Underwriter for settlement of accounts (including payment of such Underwriter's fees by the Settlement Lead Manager) as soon as practicable but in any case no later than 90 days following the Closing Date.

17. (a) As used in this Section 17 below, (i) "Bail-in Legislation" means in relation to the UK and a member state of the European Economic Area which has implemented, or which at any time implements the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time; (ii) "Bail-in Powers" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation; (iii) "BRRD" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended or superseded; (iv) "BRRD Liability" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised; (v) "EU Bail-in Legislation Schedule" means the documents described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499; and (vi) "Relevant Resolution Authority" means the resolution authority with the ability to exercise any Bail-in Powers in relation to the relevant Underwriter.

(b) Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between the Company and the Guarantor and any Underwriter, the Company and the Guarantor acknowledge and accept that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledge, accept, and agree to be bound by: (i) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the relevant Underwriter to the Company and the Guarantor under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof: (A) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon; (B) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the Underwriters or another person, and the issue to or conferral on the Company and the Guarantor of such shares, securities or obligations; (C) the cancellation of the BRRD Liability; or (D) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and (ii) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

18. Each Underwriter has represented and agreed that: (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "FSMA")) received by it in connection with the issue or sale of the Securities in circumstances in which Section 21(1) of the FSMA does not apply to Tyco Electronics Group S.A. or TE Connectivity Ltd.; and (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Securities in, from or otherwise involving the United Kingdom.

19. Each Underwriter has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities to any retail investor in the European Economic Area or in the United Kingdom. For the purposes of this provision: (a) the expression "retail investor" means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of EU Directive on Markets in Financial Instruments (2014/65/EU) (as amended, "MiFID II"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "Insurance Distribution Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

20. Solely for the purposes of the requirements of Article 9(8) of the MiFID Product Governance rules under EU Delegated Directive 2017/593, as amended or superseded (the "Product Governance Rules") regarding the mutual responsibilities of manufacturers under the Product Governance Rules:

(a) Each of BNP Paribas, Goldman Sachs & Co. LLC, Citigroup Global Markets Limited and Merrill Lynch International (each a "Manufacturer" and together, the "Manufacturers") acknowledges to each other Manufacturer that it understands the responsibilities conferred upon it under the Product Governance Rules relating to each of the product approval process, the target market and the proposed distribution channels as applying to the Securities and the related information set out in any preliminary prospectus and the Prospectus or any such amendment or supplement, in connection with the Securities; and

(b) Each of the Company, the Guarantor, Banca IMI S.p.A., Barclays Bank PLC, Commerzbank Aktiengesellschaft, Credit Suisse Securities (Europe) Limited, Siebert Williams Shank & Co., LLC and SMBC Nikko Capital Markets Limited note the application of the Product Governance Rules and acknowledge the target market and distribution channels identified as applying to the Securities by the Manufacturers and the related information set out in any preliminary prospectus and the Prospectus or any such amendment or supplement, in connection with the Securities.

21. In recognition of the U.S. Special Resolutions Regimes, the Company, the Guarantor and each of the Underwriters agree that:

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

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

(c) For the purposes of this Section 21,

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

(ii) "Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);

(iii) "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and

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

22. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

23. Each of the Company and the Guarantor acknowledges and agrees that (i) the purchase and sale of the Securities and the Guarantee pursuant to this Agreement is an arm's-length commercial transaction between the Company and the Guarantor, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company or the Guarantor, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Company or the Guarantor with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company or the Guarantor on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement and (iv) each of the Company and the Guarantor has consulted its own legal and financial advisors to the extent it deemed appropriate. Each of the Company and the Guarantor agrees that it will not claim that the Underwriter, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company or the Guarantor, in connection with such transaction or the process leading thereto.

24. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company or the Guarantor and the Underwriters, or any of them, with respect to the subject matter hereof.

25. **This Agreement shall be governed by and construed in accordance with the laws of the State of New York.**

26. The Company, the Guarantor and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

27. Each of the Company and the Guarantor irrevocably submits to the non-exclusive jurisdiction of any New York State or United States Federal court sitting in The City of New York over any suit, action or proceeding arising out of or relating to this Agreement. Each of the Company and the Guarantor irrevocably waives, to the full extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. To the extent that the Company or the Guarantor has or hereafter may acquire any immunity (on the grounds of sovereignty or otherwise) from the jurisdiction of any court or from any legal process with respect to itself or its property, each of the Company and the Guarantor irrevocably waives, to the full extent permitted by law, such immunity in respect of any such suit, action or proceeding. Each of the Company and the Guarantor hereby irrevocably appoints CT Corporation System, with offices at 28 Liberty Street, New York, New York 10005, as its agent for service of process in any suit, action or proceeding described in the preceding paragraph and agrees that service of process in any such suit, action or proceeding may be made upon it at the office of such agent. Each of the Company and the Guarantor waives, to the full extent permitted by law, any other requirements of or objections to personal jurisdiction with respect thereto. Each of the Company and the Guarantor represents and warrants that such agent has agreed to act as its agent for service of process, and the Company and the Guarantor each agrees to take any and all action, including the filing of any and all documents and instruments, that may be necessary to continue such appointment in full force and effect.

28. If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder into any currency other than United States dollars, the parties hereto agree, to the fullest extent permitted by law, that the rate of exchange used shall be the rate at which in accordance with normal banking procedures the purchasers could purchase United States dollars with such other currency in The City of New York on the business day preceding that on which final judgment is given. The obligation of the Company and the Guarantor with respect to any sum due from either of them to any Underwriter or any person controlling any Underwriter shall, notwithstanding any judgment in a currency other than United States dollars, not be discharged until the first business day following receipt by such Underwriter or controlling person of such Underwriter of any sum in such other currency, and only to the extent that such Underwriter or controlling person of such Underwriter may in accordance with normal banking procedures purchase United States dollars with such other currency. If the United States dollars so purchased are less than the sum originally due to such Underwriter or controlling person of such Underwriter hereunder, the Company and the Guarantor jointly and severally agree, as a separate obligation and notwithstanding any such judgment, to indemnify such Underwriter or controlling person of such Underwriter against such loss. If the United States dollars so purchased are greater than the sum originally due to such Underwriter or controlling person of such Underwriter hereunder, such Underwriter or controlling person of such Underwriter agrees to pay to the Guarantor an amount equal to the excess of the dollars so purchased over the sum originally due to such Underwriter or controlling person of such Underwriter hereunder.

29. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument.

30. Notwithstanding anything herein to the contrary, the Company and the Guarantor are authorized to disclose to any and all persons, the tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to the Company or the Guarantor relating to that treatment and structure, without the Underwriters imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, "tax treatment" means U.S. federal and state income tax treatment, and "tax structure" is limited to any facts that may be relevant to that treatment.

If the foregoing is in accordance with your understanding, please sign and return to us 2 counterparts hereof, and upon the acceptance hereof by you, this letter and such acceptance hereof shall constitute a binding agreement between each of the Underwriters, the Company and the Guarantor.

Very truly yours,

TYCO ELECTRONICS GROUP S.A.

By: /s/ Mario Calastri
Name: Mario Calastri
Title: Director

TE CONNECTIVITY LTD.

By: /s/ Heath A. Mitts
Name: Heath A. Mitts
Title: Executive Vice President and Chief Financial Officer

Accepted as of the date hereof:

BNP PARIBAS

By: /s/ Hugh Pryse-Davies
Name: Hugh Pryse-Davies
Title: Duly Authorised Signatory

By: /s/ Benedict Foster
Name: Benedict Foster
Title: Authorised Signatory

GOLDMAN SACHS & CO. LLC

By: /s/ Samuel Chaffin
Name: Samuel Chaffin
Title: Vice President

[*Signature Page to Underwriting Agreement*]

CITIGROUP GLOBAL MARKETS LIMITED

By: /s/ Adrien Belanger
Name: Adrien Belanger
Title: Delegated Signatory

[*Signature Page to Underwriting Agreement*]

MERRILL LYNCH INTERNATIONAL

By: /s/ Angus Reynolds
Name: Angus Reynolds
Title: Managing Director

[*Signature Page to Underwriting Agreement*]

BANCA IMI S.P.A.

By: /s/ Pantaleo Cucinotta
Name: Pantaleo Cucinotta
Title: Head of DCM Origination

[*Signature Page to Underwriting Agreement*]

BARCLAYS BANK PLC

By: /s/ Sean White
Name: Sean White
Title: Legal UK & Europe Authorised to Sign

[*Signature Page to Underwriting Agreement*]

COMMERZBANK AKTIENGESELLSCHAFT

By: /s/ Volker Happel
Name: Volker Happel
Title: Abteilungsdirektor

By: /s/ Heike Hauser
Name: Heike Hauser
Title: Syndikus

[*Signature Page to Underwriting Agreement*]

CREDIT SUISSE SECURITIES (EUROPE) LIMITED

By: /s/ Anthony Stringer
Name: Anthony Stringer
Title: Director

By: /s/ Scott J. Roose
Name: Scott J. Roose
Title: Managing Director

[*Signature Page to Underwriting Agreement*]

SIEBERT WILLIAMS SHANK & CO., LLC

By: /s/ David A. Coard
Name: David A. Coard
Title: Director, Fixed Income

[*Signature Page to Underwriting Agreement*]

SMBC NIKKO CAPITAL MARKETS LIMITED

By: /s/ Steve Apted
Name: Steve Apted
Title: Authorised Signatory

[*Signature Page to Underwriting Agreement*]

SCHEDULE I

	Principal Amount of Securities to be Purchased	
BNP Paribas	€	192,500,000
Goldman Sachs & Co. LLC		192,500,000
Citigroup Global Markets Limited		66,000,000
Merrill Lynch International		66,000,000
Banca IMI S.p.A		5,500,000
Barclays Bank PLC		5,500,000
Commerzbank Aktiengesellschaft		5,500,000
Credit Suisse Securities (Europe) Limited		5,500,000
Siebert Williams Shank & Co., LLC		5,500,000
SMBC Nikko Capital Markets Limited		5,500,000
Total	€	550,000,000

SCHEDULE II

(a) Materials other than the Pricing Prospectus that comprise the Pricing Disclosure Package:

Final Term Sheet for the Securities

(b) Approved Issuer Free Writing Prospectuses:

Final Term Sheet for the Securities
Net Roadshow dated January 31, 2020

SCHEDULE III

Filed pursuant to Rule 433
February 6, 2020

Relating to
Preliminary Prospectus Supplement dated January 29, 2020 to
Prospectus dated December 17, 2018
Registration Statement No. 333-228859

Tyco Electronics Group S.A.

€550,000,000 0.000% Senior Notes due 2025
Fully and Unconditionally Guaranteed by
TE Connectivity Ltd.

Pricing Term Sheet

Issuer:	Tyco Electronics Group S.A.
Guarantor:	TE Connectivity Ltd.
Offering Format:	SEC Registered
Size:	€550,000,000 aggregate principal amount of 0.000% notes due 2025 (the "Notes")
Maturity:	February 14, 2025
Coupon:	0.000% per annum
Price to Public:	99.338% of face amount
Yield to Maturity:	0.133%
Spread to Benchmark German Government Security:	73.4 bps
Benchmark German Government Security:	OBL 0.000% due October 18, 2024
Benchmark German Government Security Price/Yield:	102.865 / -0.601%
Mid-Swap Yield:	-0.247%
Mid-Swap Maturity:	5-year

Spread to Mid-Swap:	+38 bps
Interest Payment Dates:	Annually on February 15, commencing on February 15, 2021
Record Date:	Close of the business day (on which each of Euroclear SA/NV and Clearstream S.A. is open for business) prior to the Interest Payment Date
Optional Redemption:	The Issuer may redeem the Notes, in whole or in part, at its option at any time prior to November 14, 2024 (three months prior to the maturity date of the Notes) at the make-whole redemption price equal to the greater of 100% of the principal amount of the Notes to be redeemed and a make-whole amount based on a discount rate equal to the applicable Comparable Government Bond Rate (as defined below) plus 15 basis points, plus accrued and unpaid interest, if any, to, but excluding, the redemption date, discounted on an annual basis (ACTUAL/ACTUAL (ICMA)). The Issuer may redeem the Notes, in whole or in part at its option at any time on or after November 14, 2024 (three months prior to the maturity date of the Notes) at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. The Issuer may also redeem all, but not less than all, of the notes in the event of certain tax changes affecting the notes. “Comparable Government Bond Rate” means, the price, expressed as a percentage (rounded to three decimal places, 0.0005 being rounded upwards), at which the gross redemption yield on the Notes, if they were to be purchased at such price on the third Business Day prior to the date fixed for redemption, would be equal to the gross redemption yield on such Business Day of the Comparable Government Bond on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an independent investment bank selected by the Issuer.

	"Comparable Government Bond" means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by the Issuer, a German *Bundesanleihe* security whose maturity is closest to the maturity of the Notes (as if the Notes had matured on November 14, 2024), or if such independent investment bank in its discretion considers that such similar bond is not in issue, such other German *Bundesanleihe* security as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German *Bundesanleihe* securities selected by such independent investment bank, determine to be appropriate for determining the Comparable Government Bond Rate.
Change of Control:	Upon the occurrence of a Change of Control Triggering Event, unless the Issuer has exercised its right to redeem the Notes, the Issuer will be required to make an offer to purchase the Notes at a price equal to 101% of the principal amount plus accrued and unpaid interest to the date of repurchase.
Form/Clearing Systems:	The Notes will be issued only in registered, book-entry form. There will be a global Note deposited with a common safekeeper for Euroclear and Clearstream.
Day Count Convention:	ACTUAL/ACTUAL (ICMA), following unadjusted
Trade Date:	February 6, 2020
Settlement Date:	February 14, 2020 (T+6)*
Listing:	Application will be made to have the Notes listed on the New York Stock Exchange and the Irish Stock Exchange for trading on the Global Exchange Market.
New Safekeeping Structure:	Yes, and the notes are intended to be held in a manner that would allow eligibility as collateral for Eurosystem intra-day credit and monetary policy operations.

Common Code/ISIN/CUSIP:	211480769 / XS2114807691 / 902133 AW7
Denominations:	Minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof
Stabilization:	ICMA/FCA
Joint Book-Running Managers:	BNP Paribas Goldman Sachs & Co. LLC Citigroup Global Markets Limited Merrill Lynch International
Co-Managers:	Banca IMI S.p.A. Barclays Bank PLC Commerzbank Aktiengesellschaft Credit Suisse Securities (Europe) Limited Siebert Williams Shank & Co., LLC SMBC Nikko Capital Markets Limited

*Under the E.U. Central Securities Depositaries Regulation, trades in the secondary market generally are required to settle in two London business days unless the parties to such trade expressly agree otherwise. Also, under Rule 15c6-1 under the Securities Exchange Act of 1934, as amended, trades in the secondary market are required to settle in two New York business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Notes prior to the delivery of the Notes hereunder will generally be required, by virtue of the fact that the Notes initially settle on the sixth business day following the Trade Date ("T+6"), to specify an alternate settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of the Notes who wish to trade the Notes prior to their date of delivery hereunder should consult their advisors.

The issuer has filed a registration statement (including a base prospectus and a prospectus supplement) with the U.S. Securities and Exchange Commission (SEC) for the offering to which this communication relates. Before you invest, you should read the prospectus supplement for this offering, the prospectus in that registration statement and any other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC web site at http://www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus supplement and prospectus if you request it by calling BNP Paribas toll-free at 1-800-854-5674 or Goldman Sachs & Co. LLC toll-free at 1-866-471-2526.

MiFID II professionals/ECPs-only / No PRIIPs KID – Manufacturer target market (MIFID II product governance) is eligible counterparties and professional clients only (all distribution channels). No PRIIPs key information document (KID) has been prepared as not available to retail investors in EEA or the United Kingdom.

SCHEDULE IV

Significant Subsidiaries:

TE Connectivity Solutions GmbH

TE Connectivity Corporation

Tyco Electronics (Shanghai) Co., Ltd.

ANNEX I

Deloitte & Touche Comfort Letter

[Separately Attached]

ANNEX II

Form of Weil Gotshal Opinion Pursuant to Section 9(c)

The opinion of Weil, Gotshal & Manges LLP, outside counsel for the Company and the Guarantor, to be delivered pursuant to Section 9(c) of the Underwriting Agreement shall be to the effect that:

(1) The execution and delivery by the Company and the Guarantor of the Underwriting Agreement, the Sixteenth Supplemental Indenture, the ICSD Agreement, the Notes and the Guarantee, as the case may be, and the performance by the Company and the Guarantor of their respective obligations thereunder and under the Base Indenture will not conflict with, constitute a default under or violate (i) any of the terms, conditions or provisions of any document listed on Schedule A hereto; or (ii) the laws of the State of New York or any federal law or regulation (other than federal and state securities or Blue Sky laws, as to which we express no opinion in this paragraph).

(2) The Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended. Assuming due authorization, execution and delivery by the Trustee, the Indenture constitutes the legal, valid and binding obligation of each of the Company and the Guarantor, enforceable against the Company and the Guarantor in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(3) The Notes, when duly authorized, executed and delivered by the Company and issued to and paid for by the Underwriters, in accordance with the Underwriting Agreement, and assuming due authentication by the Trustee in accordance with the provisions of the Indenture and due effectuation by the relevant common safekeeper (the "CSK"), constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity), and will be entitled to the benefits of the Indenture.

(4) The Guarantee, when duly authorized, executed and delivered by the Guarantor and assuming due authentication of the Notes by the Trustee in accordance with the provisions of the Indenture and due effectuation by the relevant CSK, constitute the legal, valid and binding obligations of the Guarantor, enforceable against the Guarantor in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity), and will be entitled to the benefits of the Indenture.

(5) No consent, approval, waiver, license or authorization or other action by or filing with any federal or New York corporate governmental authority is required in connection with the execution and delivery by the Company and the Guarantor of the Underwriting Agreement, the Sixteenth Supplemental Indenture, the ICSD Agreement, the Notes and the Guarantee and the consummation by the Company and the Guarantor of the transactions contemplated thereby or the performance by the Company and the Guarantor of their respective obligations thereunder and under the Base Indenture, except for those in connection with federal and state securities or Blue Sky laws, as to which we express no opinion in this paragraph, and those already obtained or made.

(6) The statements in the Time of Sale Prospectus and the Prospectus under the captions "Description of the Notes and the Guarantee," "Benefit Plan Investor Considerations" and "Underwriting" insofar as such statements constitute summaries of the legal matters, documents or proceedings referred to therein, fairly summarize the matters referred to therein in all material respects. The statements in the Time of Sale Prospectus and the Prospectus under the caption "Certain Tax Considerations—United States," insofar as they constitute statements of United States federal income tax law or legal conclusions with respect thereto, and subject to the assumptions, limitations and qualifications set forth therein, fairly summarize the matters referred to therein in all material respects

(7) Neither the Company nor the Guarantor is, and following the consummation of the transactions contemplated by the Underwriting Agreement neither will be, an "investment company" under the Investment Company Act of 1940, as amended.

(8) The Registration Statement has become effective under the Securities Act of 1933, as amended, and we are not aware of any stop order suspending the effectiveness of the Registration Statement.

(9) Subject to the foregoing, we confirm to you that, on the basis of the information we gained in the course of performing the services referred to above, no facts have come to our attention which cause us to believe that (i) the Registration Statement or the Prospectus, each as of the date of the Underwriting Agreement, does not comply as to form in all material respects with the requirements of the Securities Act of 1933, as amended, and the Rules and Regulations thereunder, (ii) the Registration Statement (including the Incorporated Documents), as of the date of the Underwriting Agreement, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) the Time of Sale Prospectus (including the Incorporated Documents), as of the Applicable Time, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (iv) the Prospectus (including the Incorporated Documents), as of the date of the Prospectus Supplement or as of the date hereof, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

ANNEX III

Form of Allen & Overy Opinion Pursuant to Section 9(d)

The opinion of Allen & Overy, *société en commandite simple*, special Luxembourg counsel for the Company, to be delivered pursuant to Section 9(d) of the Underwriting Agreement shall be to the effect that:

(1) The Company is a public limited liability company (*société anonyme*) duly incorporated and validly existing under the laws of Luxembourg for an unlimited duration, with corporate power and authority under the laws of Luxembourg to own and operate its properties and to enter into and perform its obligations under each Opinion Document.

(2) In accordance with the corporate documents reviewed by us (including a copy of a director's certificate dated 14 February 2020), the Company has on 14 February 2020 an issued subscribed share capital of USD 500,000 and a premium amount of USD 8,478,594,429 standing to the credit of its premium reserve account, and all of the issued shares of share capital of the Company have been duly and validly authorized and issued and are fully paid and non-assessable.

(3) The Company has the corporate power and authority under the laws of Luxembourg to enter into, execute and deliver the Opinion Documents and to perform its obligations thereunder.

(4) The Opinion Documents have been duly authorised, executed and delivered on behalf of the Company.

(5) The execution and delivery by the Company of the Opinion Documents, the issuance by the Company of the Securities and the compliance by the Company with the terms and conditions of the Opinion Documents do not (as a matter of Luxembourg law) contravene any applicable law or regulation of Luxembourg and do not contravene or constitute a default under the Articles or, to our best knowledge and relying on the statements made in the Director's Certificate, under any agreement or instrument governing debt of the Company or any other material agreement, injunction, order, decree or other instrument binding upon the Company.

(6) Each Opinion Document constitutes, subject to its validity, legality and enforceability under New York law by which it is expressed to be governed, a valid and binding agreement of the Company and is enforceable.

(7) Each Opinion Document is in proper legal form under the laws of Luxembourg for the enforcement thereof against the Company under the laws of Luxembourg.

(8) Subject to qualification [ ], it is not necessary in order to ensure the legality, validity, enforceability or admissibility in evidence of any of the Opinion Documents that any of them or any other document in respect thereof be notarised or subject to any other formality or be filed, recorded, registered or enrolled with any court or official authority in Luxembourg or that any other action be taken in relation to the same or any of them.

(9) The choice of the laws of the State of New York to govern the Opinion Documents is a valid and binding choice of law and will be recognized, upheld and applied by the courts of Luxembourg.

(10) Subject to qualification [ ] below, if the Opinion Documents were sued upon before a court in Luxembourg (if having jurisdiction), such court would recognise and give effect to the provisions in the Opinion Documents whereby they are expressed to be governed, and construed in accordance with, the laws of the State of New York.

(11) The provisions in the Opinion Documents for the submission to the jurisdiction of the courts of the State of New York and the United States are valid and binding on the Company.

(12) Subject to qualification [ ] below, any final and conclusive judgment obtained in any federal or New York State court, arising out of or in relation to the obligations of the Company under the Opinion Documents, would be enforceable in Luxembourg against the Company, subject to the exequatur (enforcement) procedure set out in the relevant provisions of the Luxembourg New Civil Procedure Code.

(13) Under the laws of Luxembourg, none of the parties to the Opinion Documents will be deemed to be resident, domiciled, carrying on any commercial activity or subject to taxation in Luxembourg solely as a result of the execution, delivery and performance of any of the Opinion Documents.

(14) It is not necessary under the laws of Luxembourg that any of the parties to the Opinion Documents be authorized or qualified to carry on business in Luxembourg (i) by reason of the execution of any Opinion Document and (ii) in order to enable it to enforce its rights under such Opinion Document.

(15) The Company is not entitled to claim immunity from suit, execution, attachment or other legal process in the courts of Luxembourg, whether generally or in relation to any specific property.

(16) Subject to qualification [ ] below, service of process against the Company effected in the manner set forth in the Opinion Documents will be effective as valid service of process on the Company.

(17) According to the Certificate, on the day immediately prior to the date of issuance of such Certificate, there were no records at the Register of any court order regarding, amongst others, a (i) bankruptcy adjudication against the Company, (ii) moratorium or reprieve from payment (*sursis de paiement*), (iii) controlled management (*gestion contrôlee*) or (iv) general settlement or composition with creditors (*concordat préventif de la faillite*).

In addition, the Search did not reveal any (i) actions for a voluntary or compulsory liquidation of the Company and/or (ii) steps to appoint a liquidator or a similar officer to wind up the Company at that date and time on record on the internet site of the Register.

(18) The information in the prospectus supplement dated January 29, 2020 under the section “Certain Tax Considerations” under the sub-heading “Luxembourg”, in so far as it purports to describe the key provisions of Luxembourg law referred to therein, constitutes a fair summary of those provisions.

ANNEX IV

Form of Appleby Opinion Pursuant to Section 9(e)

The opinion of Appleby, Bermuda counsel for the Guarantor, to be delivered pursuant to Section 9(e) of the Underwriting Agreement shall be to the effect that:

(1) As at the date of execution of the Base Indenture (**Execution Date**), and immediately prior to the Discontinuance, the Company was an exempted company incorporated with limited liability and existing in good standing under the laws of Bermuda.

(2) As at the Execution Date the Company had all requisite corporate power and authority to enter into, execute, deliver, and perform its obligations under the Base Indenture executed on that date and to take all action as necessary to complete the transactions contemplated thereby.

(3) As at the Execution Date the execution and delivery by the Company of the Base Indenture and the performance of the Company's obligations thereunder had been duly authorised by all necessary corporate action on the part of the Company.

(4) As at the Execution Date the Base Indenture was duly executed by the Company, and constituted legal, valid and binding obligations of the Company.

(5) The Discontinuance does not have the effect of revoking the 2007 Resolutions or the 2008 Resolutions or of otherwise affecting their validity.

(6) The 2007 Resolutions and the 2008 Resolutions authorize the issue and sale of one or more series of Debt Securities.

ANNEX V

Form of General Counsel Opinion Pursuant to Section 9(f)

The opinion of John S. Jenkins, Jr., the General Counsel for the Guarantor, to be delivered pursuant to Section 9(f) of the Underwriting Agreement shall be to the effect that:

A. Each Significant Subsidiary is validly existing as a corporation or limited liability company under the laws of its jurisdiction of incorporation or formation; and all of the issued shares of capital stock of each Significant Subsidiary have been duly and validly authorized and issued, are fully paid and non-assessable, and (except for directors' qualifying shares) are owned directly or indirectly by the Guarantor; and

B. Each Significant Subsidiary of the Guarantor organized under the laws of any of the United States is in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Pricing Prospectus and the Prospectus (including in each case the documents incorporated therein) and is duly qualified to transact business.

ANNEX VI

Form of Swiss Counsel Opinion Pursuant to Section 9(g)

The opinion of Bär & Karrer AG, Swiss counsel for the Guarantor, to be delivered pursuant to Section 9(g) of the Underwriting Agreement shall be to the effect that:

a) The Guarantor is a corporation duly organised and validly existing under the laws of Switzerland, and is duly qualified to do business as a corporation.

b) The Guarantor has the full corporate power and authority to execute, deliver and perform the Underwriting Agreement, the Sixteenth Supplemental Indenture, and the Guarantee to which it is a party, to own and hold its property and to engage in its business as presently conducted.

c) The Guarantor has taken all necessary corporate actions to authorize, execute and deliver the Underwriting Agreement, the Sixteenth Supplemental Indenture, and the Guarantee and has validly signed the Underwriting Agreement, the Sixteenth Supplemental Indenture and the Guarantee in the form referred to in Section 1.

d) The execution, delivery and performance of the Guarantor of the Subject Agreements, and compliance by it with the terms thereof, do not and will not (i) violate any provision of its articles or Articles of Association (*Statuten*), or (ii) contravene any provisions of any applicable law, rule or regulation of the Swiss Confederation or the Canton of Schaffhausen.

e) No consent, approval, authorisation, exemption or other action by, notice to, or registration or filing with, any governmental authority of the Swiss Confederation or the Canton of Schaffhausen is required in connection with the due execution, delivery and performance by the Guarantor of the Subject Agreements to which it is a party, the legality, validity or enforceability thereof or the consummation of the transactions contemplated thereby.

f) The choice of the laws of the State of New York by the Guarantor under the Subject Agreements is a valid choice of law and the Guarantor's submission to the jurisdiction of the courts of the State of New York pursuant to the Subject Agreements is valid and legally binding on the Guarantor.

g) A final and conclusive judgement of the courts of New York, rendered in an action brought against the Guarantor, will be recognized and enforced upon request by the competent courts of Switzerland according to the Federal Act on International Private Law (the "**IPLA**") or the Convention on Jurisdiction and Enforcement of Judgments in Civil and Commercial Matters of 16 September 1988 (the "**Lugano Convention**"), provided that the prerequisites of the IPLA or, as the case may be, the Lugano Convention are met.

h) Under Swiss law neither the Guarantor nor any of its assets or property enjoys immunity on the grounds of sovereignty from any legal or other proceedings whatsoever or from enforcement, execution or attachment in respect of its obligations under the Subject Agreements.

i) The statements made in the Prospectus under the section "Certain Tax Considerations" under the sub-heading "Switzerland" to the extent they summarize or are statements of Swiss law and legal conclusions thereunder have been reviewed by us and fairly present the information disclosed therein in all material respects.

For the purposes of this opinion, the following items will be referred to as the Subject Agreements

(i) the Underwriting Agreement;

(ii) the Base Indenture;

(iii) the Sixteenth Supplemental Indenture; and

(vi) the guarantee to the Sixteenth Supplemental Indenture, dated as of February 14, 2020 as set forth in Exhibit A to the Sixteenth Supplemental Indenture.

ANNEX VII

ICSD Agreement

(see attached)

RESTRICTED TO ISSUER

Agreement to be sent to both:

Euroclear Bank SA/NV
New Issues Department
1 Boulevard du Roi Albert II
B-1210 Brussels, Belgium
newissues.issueragreement@euroclear.com
Fax: +32 (0) 2 224 1421

and

Clearstream Banking SA
New Issues Department
42 Avenue J.F. Kennedy
L-1855 Luxembourg
issueragreements@clearstream.com
Fax: +44 (0)207 862 7005

STAND-ALONE ISSUE FORM

AGREEMENT ENTERED INTO THIS OF 2020 AMONG:

Name of issuer: Tyco Electronics Group S.A.
Address of issuer: 46 Place Guillaume II, L-1648 Luxembourg

(the **Issuer**); and

Euroclear Bank SA/NV of 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and Clearstream Banking SA of 42 Avenue J.F. Kennedy, L-1855 Luxembourg (each a "Relevant Clearing System").

Subject: Acceptance of:

Security Name: 0.00% Senior Notes due 2025
Security ISIN: XS2114807691 **(the Securities)**

issued in: ☐ bearer New Global Note form; or ☒ registered form under the New Safekeeping Structure.

This agreement sets forth the understanding of the parties with respect to the above-mentioned Securities issued, as applicable, in (i) bearer New Global Note form (**NGN Securities**) or (ii) registered form under the New Safekeeping Structure (**NSS Securities**) that the Issuer has requested be made eligible for settlement with Euroclear Bank SA/NV and Clearstream Banking SA (the **ICSDs**).

In order to allow the ICSDs to accept the Securities as eligible for settlement with the ICSDs and to properly service the Securities, the Issuer hereby represents and warrants to the ICSDs that in all matters relating to the Securities it will, and it will require any agent appointed by it to, comply with the requirements for the Securities set out herein.

1. The ICSDs hereby agree that:

   (a) with respect to the issue outstanding amount (**IOA**) of the Securities, each of them will (in the case of NGN Securities) maintain their respective portion of the IOA through their records; will (in the case of NSS Securities) reflect through their records their respective portion of the IOA as maintained by the NSS Securities' register; will undertake daily reconciliations of such amounts with each other; and will ensure on a daily basis that the aggregate total of their respective records matches the IOA;

   (b) each of them will promptly update their records to reflect the discharge of the Issuer's obligations with respect to the Securities upon the receipt of (i) a redemption payment as required pursuant to the terms of the Securities; and (ii) a confirmation from the Issuer or its agent of a mark-up (that is, increase) or mark-down (that is, decrease) of the IOA of the Securities; in doing so, each ICSD will consult with the other to ensure that the aggregate of the amounts so updated by them is equal to the total mark-up or mark-down notified to them;

   (c) each of them will, or will require any agent appointed by it to, provide the necessary information to the Issuer's agents to enable the Issuer's agents to comply with 2(c) below; and

   (d) each of them confirms that, upon the Issuer's request, it will produce for the Issuer's use a statement showing the sum of the total nominal amount of its customer holdings for the Securities as of a specified date.

2. The Issuer must procure that, in relation to any Securities:

   (a) it or its agents will inform the ICSDs (through the common service provider appointed by the ICSDs to service the Securities (the **CSP**)) of the initial IOA for such Securities on or prior to the applicable closing date;

   (b) if any event occurs that requires a mark-up or mark-down of the records that an ICSD holds for its customers to reflect such customers' interest in such Securities, one of its agents will promptly provide details of the amount of such mark -up or mark-down, together with a description of the event that requires it, to the ICSDs (through the CSP) to ensure that the IOA of such NGN Securities in the records of the ICSDs, or the records of the ICSDs reflecting the IOA of such NSS Securities, remain(s) at all times accurate;

(c) it or its agents will at least monthly perform a reconciliation process with the ICSDs (through the CSP) with respect to the IOA for such Securities and will promptly inform the ICSDs (through the CSP) of any discrepancies;

(d) it or its agents will promptly assist the ICSDs (through the CSP) in resolving any discrepancy identified in the IOA of such NGN Securities or in the records reflecting the IOA of such NSS Securities;

(e) it or its agents will promptly provide to the ICSDs (through the CSP) details of all amounts paid under the Securities (or, where the Securities provide for delivery of assets other than cash, of the assets so delivered);

(f) it or its agents will promptly provide to the ICSDs (through the CSP) any changes to the Securities that will affect the amount of, or date for, any payment due under such Securities;

(g) it or its agents will promptly provide to the ICSDs (through the CSP) copies of all information that is given to the holders of the Securities;

(h) its agents will promptly pass on to it all communications they receive from the ICSDs directly or through the CSP relating to the Securities; and

(i) its agents will promptly notify the ICSDs (through the CSP) of any failure by the Issuer to make any payment or delivery due under the Securities when due.

The Issuer's obligations under this Agreement will be discharged if it includes provisions substantially to the effect set out in the paragraph above in any agreement it has with its agents. The Issuer agrees that the ICSDs may rely on communication from its agents as if such communication was received directly from the Issuer.

3. This Agreement is not intended to create and does not create any relationship of agency between the parties to it.

4. This Agreement is governed by the law of the jurisdiction marked on Schedule 1.

Signed on behalf of: *(Name of Issuer)*

By: _____

(Signature of Authorised Officer of Issuer or Agent with Authorisation of Issuer)

Name of Signatory:

On behalf of Euroclear Bank SA/NV

/s/ Stéphane Bernard
Stéphane Bernard, Managing Director, Head of Asset Servicing & Transaction Operations & Client Services

/s/ Marija Stojanova
Marija Stojanova, Head of Department New Issues

On behalf of Clearstream Banking, société anonyme

/s/ Berthold Kracke,
Berthold Kracke,
Member of the Executive Board

/s/ Marc Kieffer
Marc Kieffer, Executive Vice President,
Issuance & Distribution Services

RESTRICTED TO ISSUER

Schedule 1

Please tick one jurisdiction only.

Austria	Latvia
Belgium	Liechtenstein
Canada	Lithuania
Cyprus	Luxembourg
Czech Republic	Malta
Denmark	Netherlands
England & Wales	Norway
Estonia	Poland
Finland	Portugal
France	Scotland
Germany	Slovakia
Greece	Slovenia
Hungary	Spain
Iceland	Sweden
Ireland	Switzerland
Italy	U.S.A. - New York
Japan	- Other State

ANNEX VIII

Effectuation Authorization

(see attached)

RESTRICTED TO ISSUER/ICSD'S/ISSUING AND PAYING AGENT/LEAD MANAGER

ISSUER EFFECTUATION AUTHORISATION FOR STAND ALONE SECURITIES
TYCO ELECTRONICS GROUP S.A.
46 PLACE GUILLAUME II, L-1648 LUXEMBOURG

Name of Issuer : Tyco Electronics Group S.A.

Address of Issuer : 46 Place Guillaume II, L-1648 Luxembourg

Place of Execution: New York, NY February , 2020

To: Euroclear Belgium Boulevard Roi Albert II Ground

floor - Asset Servicing B - 1210 Brussels

Dear Sirs,

Tyco Electronics Group S.A.

€550 million aggregate principal amount of 0.00% Senior Notes due 2025

XS2114807691

We refer to the (temporary and) permanent global note representing the above-captioned Notes to be received by Euroclear Bank SA/NV (the **CSK**) from ourselves or Deutsche Bank AG, London Branch as our agent acting on our behalf (each a **Global Note**) and we hereby authorise and instruct the CSK to:

(i) act as our agent with respect to the effectuation of each Global Note and, as such, sign each Global Note as the final act making such note a valid security in accordance with the terms of such Global Note; and

(ii) destroy each Global Note in accordance with the normal procedure of the CSK upon maturity and final redemption (or, in the case of the temporary global note, full exchange for the permanent global note) of such Global Note.

We expressly authorise the CSK to sub-delegate the effectuation authorisation set out in paragraph (i) above to any other party acting for such CSK.

Very truly yours,

Signed on behalf of *Tyco Electronics Group S.A*.

By:

Mario Calastri
Address (Street, City, Counrty, Postal Code): 46 Place Guillaume II, L-1648 Luxembourg

Phone: +352 46 43 40 401
Email: mario.calastri@te.com

Exhibit 4.1

EXECUTION VERSION

TYCO ELECTRONICS GROUP S.A.,
as Issuer

AND

TE CONNECTIVITY LTD.,
as Guarantor

AND

DEUTSCHE BANK TRUST
COMPANY AMERICAS,
as Trustee

SIXTEENTH SUPPLEMENTAL INDENTURE
Dated as of February 14, 2020

€550,000,000 of 0.000% Senior Notes due 2025

THIS SIXTEENTH SUPPLEMENTAL INDENTURE is dated as of February 14, 2020 among TYCO ELECTRONICS GROUP S.A., a Luxembourg public limited liability company (*société anonyme*) having its registered office at 46 Place Guillaume II, L-1648 Luxembourg and registered with the Luxembourg trade and companies register (*Registre de commerce et des sociétés*, Luxembourg) under number B.123549 (the "**Company**"), TE CONNECTIVITY LTD. ("**Parent**") and DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation, as trustee (the "**Trustee**").

RECITALS

A. Parent, the Company and the Trustee executed and delivered an Indenture, dated as of September 25, 2007, (the "**Base Indenture**"), to provide for the issuance by the Company from time to time of unsubordinated debt securities evidencing its unsecured indebtedness.

B. Pursuant to a Board Resolution, the Company has authorized the issuance of €550,000,000 principal amount of 0.000% Senior Notes due 2025 (the "**Offered Securities**").

C. The entry into this Sixteenth Supplemental Indenture by the parties hereto is in all respects authorized by the provisions of the Base Indenture.

D. Parent and the Company desire to enter into this Sixteenth Supplemental Indenture pursuant to (a) Section 9.01(i) of the Base Indenture to establish the terms of the Offered Securities in accordance with Section 2.01 of the Base Indenture and to establish the form of the Offered Securities in accordance with Section 2.02 of the Base Indenture, and (b) Section 9.01(f) of the Base Indenture to change or eliminate certain provisions of the Base Indenture, it being acknowledged that such changes and eliminations shall not be effective with respect to any outstanding Security of any series created prior to the execution of this Sixteenth Supplemental Indenture which is entitled to the benefit of such provision.

E. All things necessary to make this Sixteenth Supplemental Indenture a valid indenture and agreement according to its terms have been done.

NOW, THEREFORE, for and in consideration of the foregoing premises, Parent, the Company and the Trustee mutually covenant and agree for the equal and proportionate benefit of the respective holders from time to time of the Offered Securities as follows:

ARTICLE I

Section 1.1. Terms of Offered Securities.

The following terms relate to the Offered Securities:

(1) The Offered Securities constitute a series of securities having the title "0.000% Senior Notes due 2025".

(2) The initial aggregate principal amount of the Offered Securities that may be authenticated, delivered and effectuated under the Base Indenture (except for Offered Securities authenticated, delivered and effectuated upon registration of, transfer of, or in exchange for, or in lieu of, other Offered Securities pursuant to Section 2.05, 2.06, 2.07, 2.11, or 3.03) is €550,000,000. In the case of a Global Note in respect of the Offered Securities intended to be held under the New Safekeeping Structure (the "**NSS**"), save for the purposes of determining Offered Securities that are Outstanding for consent or voting purposes under the Base Indenture, the Trustee shall rely on the records of the ICSDs in relation to any determination of the principal amount outstanding of such Global Note. For this purpose "records" means the records that each of the ICSDs holds for its customers which reflects the amount of such customer's interest in the Offered Securities.

(3) The entire Outstanding principal of the Offered Securities shall be payable on February 14, 2025.

(4) The rate at which the Offered Securities shall bear interest shall be 0.000% per year payable as set forth in the Offered Securities. The date from which interest shall accrue on the Offered Securities shall be February 14, 2020 or the most recent Interest Payment Date to which interest has been paid or provided for. The Interest Payment Date for the Offered Securities shall be February 15 of each year, beginning February 15, 2021. Interest shall be payable on each Interest Payment Date to the holders of record at the close of business on the business day on which each of Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream**") is open for business prior to each Interest Payment Date (a "**regular record date**"). The day count convention is ACTUAL/ACTUAL (ICMA), as defined in the rulebook of the International Capital Markets Association.

(5) The Offered Securities shall be issuable in whole in the form of the Global Note, registered in the name of the nominee of Euroclear as Common Safekeeper and deposited with, or on behalf of, the Common Safekeeper for credit by the Common Safekeeper to the respective accounts of beneficial owners represented thereby (or such other accounts as they may direct). The Offered Securities shall be substantially in the form attached hereto as Exhibit A the terms of which are hereby incorporated by reference. The Offered Securities shall be issuable in minimum denominations of €100,000 or any integral multiple of €1,000 in excess thereof. For purposes of the Offered Securities, the initial place of payment shall be the Corporate Trust Office.

(6) The Offered Securities will be subject to redemption at the option of the Company on any date (a "**Make-Whole Redemption Date**") prior to November 14, 2024 (three months prior to the maturity date) (the "**Par-Call Date**"), in whole or from time to time in part, in €1,000 increments (provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof), on written notice given to the holders thereof not less than 10 days nor more than 90 days prior to the Make-Whole Redemption Date, at a redemption price equal to the greater of (i) 100% of the principal amount of the Offered Securities to be redeemed and (ii) an amount equal to the sum of the present values of the remaining scheduled payments of principal and interest thereon due on any date after the Make-Whole Redemption Date, assuming that the Offered Securities matured on the Par-Call Date (based on the original interest rate and excluding the portion of interest that will be accrued and unpaid to and including the Make-Whole Redemption Date) discounted to the Make-Whole Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the Comparable Government Bond Rate plus 15 basis points, plus in either the case of clause (i) or clause (ii), accrued and unpaid interest, thereon to but excluding the Make-Whole Redemption Date. Neither the Trustee nor the Paying Agent shall be responsible for determining the redemption price.

(7) In addition, the Offered Securities will be subject to redemption at the option of the Company on any date (a "**Par Redemption Date**") on or after the Par-Call Date, in whole or from time to time in part, in €1,000 increments (provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof), on written notice given to the holders thereof not less than 10 days nor more than 90 days prior to the Par Redemption Date, at a redemption price equal to 100% of the principal amount of the Offered Securities to be redeemed, plus accrued and unpaid interest thereon to but excluding the Par Redemption Date.

(8) Notwithstanding Section 3.02(b) of the Base Indenture or any provisions in this Sixteenth Supplemental Indenture, if the Company elects to redeem a portion but not all of the Offered Securities, the Trustee shall select the Offered Securities to be redeemed by such method as it deems fair and appropriate; provided that if the Offered Securities are represented by a Global Note intended to be held under the New Safekeeping Structure, beneficial interests in the Offered Securities will be selected for redemption by the ICSDs in accordance with their respective standard procedures therefor; provided, however, that no Offered Securities of a principal amount of €100,000 or less shall be redeemed in part. The Security Registrar shall record such redemption in the Security Register and shall provide the details of such redemption to the Common Safekeeper. The Trustee shall cause the Common Service Provider to instruct the Common Safekeeper to make such appropriate entries in their records in respect of all Offered Securities redeemed by the Company to reflect such redemption.

(9) Notices of redemption delivered to holders pursuant to the terms of the Offered Securities, the Base Indenture and this Sixteenth Supplemental Indenture may be subject to the satisfaction of one or more conditions precedent established by the Company in its discretion.

(10) The Offered Securities will not have the benefit of any sinking fund.

(11) Except as provided herein, the holders of the Offered Securities shall have no special rights in addition to those provided in the Base Indenture upon the occurrence of any particular events.

(12) The Offered Securities will be general unsecured and unsubordinated obligations of the Company and will be ranked equally among themselves.

(13) The Offered Securities are not convertible into shares of common stock or other securities of the Company.

(14) The additional Event of Default and restrictive covenants set forth in Sections 1.5 and 1.6 shall be applicable to the Offered Securities.

(15) Initial holders of the Offered Securities shall be required to pay for the Offered Securities in euro, and payments of principal, premium, if any, and interest, including any Additional Amounts, in respect of the Offered Securities will be payable in euro (except as otherwise provided in this Section 1.1(15)) in immediately available funds at the Corporate Trust Office of the Trustee or such other place designated by the Company with written notification to the Trustee. If the euro is unavailable to the Company or Parent due to the imposition of exchange controls or other circumstances beyond the Company's or Parent's control or if the euro is no longer being used by the then member states of the European Economic and Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Offered Securities shall be made in U.S. dollars until the euro is again available to the Company or Parent or so used. The amount payable on any date in euro shall be converted to U.S. dollars on the basis of the then most recently available market exchange rate for euro. Any payment in respect of the Offered Securities so made in U.S. dollars will not constitute an Event of Default under the Offered Securities, the Base Indenture or this Sixteenth Supplemental Indenture. Neither the Trustee nor the Paying Agent shall be responsible for obtaining exchange rates, effecting conversions or otherwise handling redenominations.

(16) The Company elects, pursuant to Section 2.01 of the Base Indenture, to have the provisions of Article XI of the Base Indenture be applicable to the Offered Securities.

Section 1.2. Form of Effectuation Instruction for the Offered Securities:

The Common Service Provider's form of Effectuation Instruction shall be in substantially the following form:

Issuer: Tyco Electronics Group S.A.

Currency and nominal Amount: €550,000,000

ISIN: XS2114807691

Dear Sir/Madam,

We hereby instruct you to effectuate the global note.

Dated: February 14, 2020

DEUTSCHE BANK AG, LONDON BRANCH

As Common Service Provider

By: _____
Authorized Signatory

Section 1.3. Effectuation of the Offered Securities

No Global Note in respect of the Offered Securities shall be valid or obligatory for any purposes until it has been effectuated for or on behalf of the Common Safekeeper.

Section 1.4. Additional Defined Terms.

For the purposes of the Offered Securities and this Sixteenth Supplemental Indenture only, the definitions of "Business Day" and "Governmental Obligations" in Section 1.01 of the Base Indenture are hereby deleted and the following defined terms shall have the following meanings with respect to the Offered Securities only:

"**Accounts Receivable**" of any Person means the accounts receivable of such Person generated by the sale of inventory to third-party customers in the ordinary course of business.

"**Attributable Debt**", in connection with a Sale and Lease-Back Transaction, as of any particular time, means the aggregate of present values (discounted at a rate that, at the inception of the lease, represents the effective interest rate that the lessee would have incurred to borrow over a similar term the funds necessary to purchase the leased assets) of the obligations of the Company or any Restricted Subsidiary for net rental payments during the remaining term of the applicable lease, including any period for which such lease has been extended or, at the option of the lessor, may be extended. The term "net rental payments" under any lease of any period shall mean the sum of the rental and other payments required to be paid in such period by the lessee thereunder, not including any amounts required to be paid by such lessee, whether or not designated as rental or additional rental, on account of maintenance and repairs, reconstruction, insurance, taxes, assessments, water rates or similar charges required to be paid by such lessee thereunder or any amounts required to be paid by such lessee thereunder contingent upon the amount of sales, maintenance and repairs, reconstruction, insurance, taxes, assessments, water rates or similar charges.

"**Below Investment Grade Rating Event**" means the Offered Securities are rated below an Investment Grade Rating by at least two of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Offered Securities is under publicly announced consideration for possible downgrade by any of the Rating Agencies); provided that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall be deemed not to have occurred in respect of a particular Change of Control (and thus shall be deemed not to be a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event) if the rating agencies making the reduction in rating to which this definition would otherwise apply do not publicly announce or publicly confirm or inform the Trustee in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

"**Business Day**" means any day that is not a Saturday or Sunday and that in the City of New York, London or Luxembourg, is not a day on which (i) banking institutions are authorized or obligated by law or executive order to close and (ii) the Trans-European Automated Real-time Gross Settlement Express Transfer system, or any successor thereto, does not operate.

"**Change of Control Triggering Event**" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"**Change of Control**" means the occurrence of any of (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of Parent and its subsidiaries taken as a whole to any person or group of persons for purposes of Section 13(d) of the Exchange Act other than Parent or one of its subsidiaries or a person controlled by Parent or one of its subsidiaries; (2) consummation of any transaction (including any merger or consolidation) the result of which is that any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) other than Parent's or its subsidiaries' employee benefit plans, becomes the beneficial owner (as defined in Rules 13(d)(3) and 13(d)(5) under the Exchange Act), directly or indirectly, of more than 50% of the outstanding voting stock of Parent, measured by voting power rather than number of shares; or (3) the replacement of a majority of the board of directors of Parent over a two-year period from the directors who constituted the board of directors of Parent at the beginning of such period, and such replacement shall not have been approved by at least a majority of the board of directors of Parent then still in office (either by a specific vote or by approval of a proxy statement in which such member was named as a nominee for election as a director, without objection to such nomination) who either were members of such board of directors at the beginning of such period or whose election as a member of such board of directors was previously so approved. Notwithstanding the foregoing, a transaction effected to create a holding company for Parent will not be deemed to involve a Change of Control if: (1) pursuant to such transaction Parent becomes a direct or indirect wholly-owned subsidiary of such holding company and (2) the direct or indirect holders of the voting stock of such holding company immediately following that transaction are substantially the same as the holders of Parent's voting stock immediately prior to that transaction. Following any such transaction, references in this definition to Parent shall be deemed to refer to such holding company. For purposes of this definition, "voting stock" of any specified "person" (as that term is used in Section 13(d)(3) of the Exchange Act) as of any date means the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

"**Common Safekeeper**" means, with respect to the Offered Securities issued in the form of a Global Note in accordance with the New Safekeeping Structure, Euroclear, or such successor as Euroclear shall designate.

"**Common Service Provider**" or "**CSP**" means, with respect to the Offered Securities issued in the form of a Global Note in accordance with the New Safekeeping Structure, Deutsche Bank AG, London Branch, which is the entity appointed by the ICSDs to service the Offered Securities, or such successor as the ICSDs shall designate.

"**Comparable Government Bond**" means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by the Company, a German *Bundesanleihe* security whose maturity is closest to the maturity of the Offered Securities as if the Offered Securities had matured on the Par-Call Date, or if such independent investment bank in its discretion considers that such similar bond is not in issue, such other German *Bundesanleihe* security as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German *Bundesanleihe* securities selected by such independent investment bank, determine to be appropriate for determining the Comparable Government Bond Rate.

"**Comparable Government Bond Rate**" means the price, expressed as a percentage (rounded to three decimal places, 0.0005 being rounded upwards), at which the gross redemption yield on the Offered Securities, if they were to be purchased at such price on the third Business Day prior to the Make-Whole Redemption Date, would be equal to the gross redemption yield on such Business Day of the Comparable Government Bond on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an independent investment bank selected by the Company.

"**Consolidated Net Worth**" at any date means total assets less total liabilities, in each case appearing on the most recently prepared consolidated balance sheet of Parent and its subsidiaries as of the end of a fiscal quarter of Parent, prepared in accordance with United States generally accepted accounting principles as in effect on the date of the consolidated balance sheet.

"**Consolidated Tangible Assets**" at any date means total assets less all intangible assets appearing on the most recently prepared consolidated balance sheet of Parent and its subsidiaries as of the end of a fiscal quarter of Parent, prepared in accordance with United States generally accepted accounting principles as in effect on the date of the consolidated balance sheet. "Intangible assets" means the amount (if any) stated under the heading "Intangible assets, net" or under any other heading of intangible assets separately listed, in each case on the face of such consolidated balance sheet.

"**Fitch**" means Fitch Ratings Ltd.

"**Funded Indebtedness**" means any Indebtedness maturing by its terms more than one year from the date of the determination thereof, including any Indebtedness renewable or extendible at the option of the obligor to a date later than one year from the date of the determination thereof.

"**Global Note(s)** means one or more permanent, registered securities in global form and includes any Global Note intended to be held under the New Safekeeping Structure and registered in the name of a nominee for the Common Safekeeper.

"**Governmental Obligations**" means (x) any security which is (i) a direct obligation of the German Government or (ii) an obligation of a Person controlled or supervised by and acting as an agency or instrumentality of the German Government the payment of which is fully and unconditionally guaranteed by the German Government, the central bank of the German Government or a governmental agency of the German Government, which, in either case (x)(i) or (ii), is not callable or redeemable at the option of the issuer thereof, and (y) certificates, depositary receipts or other instruments which evidence a direct ownership interest in obligations described in clause (x)(i) or (ii) above or in any specific principal or interest payments due in respect thereof.

"**ICSD(s)**" means Clearstream and/or Euroclear, as the case may be and/or any additional or alternative clearing system approved by Parent, the Company, the Trustee and the Paying Agent (provided that such additional or alternative clearing system must also be authorized to hold a Global Note as eligible collateral for Eurosystem monetary policy and intra-day credit operations) collectively.

"**Indebtedness**" means, without duplication, the principal amount (such amount being the face amount or, with respect to original issue discount bonds or zero coupon notes, bonds or debentures or similar securities, determined based on the accreted amount as of the date of the most recently prepared consolidated balance sheet of Parent and its Subsidiaries as of the end of a fiscal quarter of Parent prepared in accordance with United States generally accepted accounting principles as in effect on the date of such consolidated balance sheet) of (i) all obligations for borrowed money, (ii) all obligations evidenced by debentures, notes or other similar instruments, (iii) all obligations in respect of letters of credit or bankers acceptances or similar instruments or reimbursement obligations with respect thereto (such instruments to constitute Indebtedness only to the extent that the outstanding reimbursement obligations in respect thereof are collateralized by cash or cash equivalents reflected as assets on a balance sheet prepared in accordance with United States generally accepted accounting principles), (iv) all obligations to pay the deferred purchase price of property or services, except (A) trade and similar accounts payable and accrued expenses, (B) employee compensation, deferred compensation and pension obligations, and other obligations arising from employee benefit programs and agreements or other similar employment arrangements, (C) obligations in respect of customer advances received and (D) obligations in connection with earnout and holdback agreements, in each case in the ordinary course of business, (v) all obligations as lessee to the extent capitalized in accordance with United States generally accepted accounting principles, other than operating leases that prior to the adoption of ASC 842 would not have been capitalized, and (vi) all Indebtedness of others consolidated in such balance sheet that is guaranteed by the Company or any of its Subsidiaries or for which the Company or any of its Subsidiaries is legally responsible or liable (whether by agreement to purchase indebtedness of, or to supply funds or to invest in, others).

"**Investment Grade Rating**" means a rating equal to or higher than BBB− (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody's and BBB− (or the equivalent) by S&P.

"**Moody's**" means Moody's Investors Service, Inc.

"**New Safekeeping Structure**" or "**NSS**" means a structure where a Global Security is registered in the name of a Common Safekeeper (or its nominee) for Euroclear and/or Clearstream and will be deposited on or about the issue date with the Common Safekeeper for Euroclear and/or Clearstream.

"**Non-Recourse Indebtedness**" means Indebtedness upon the enforcement of which recourse may be had by the holder(s) thereof only to identified assets of Parent or the Company or any Subsidiary of Parent or the Company and not to Parent or the Company or any Subsidiary of Parent or the Company personally (subject to, for the avoidance of doubt, customary exceptions contained in non-recourse financings to the non-recourse nature of the obligations thereunder).

"**Paying Agent**" means any Person authorized by Parent or the Company to pay or cause to be paid the principal of or any premium or interest on any Offered Securities on behalf of Parent or the Company.

"**Principal Property**" means any U.S. manufacturing, processing or assembly plant or any U.S. warehouse or distribution facility of Parent or any of its Subsidiaries that is used by any U.S. Subsidiary of the Company and (A) is owned by Parent or any Subsidiary of Parent on the date hereof, (B) the initial construction of which has been completed after the date hereof, or (C) is acquired after the date hereof, in each case, other than any such plants, facilities, warehouses or portions thereof, that in the opinion of the Board of Directors of the Company, are not collectively of material importance to the total business conducted by Parent and its Subsidiaries as an entirety, or that has a net book value (excluding any capitalized interest expense), on the date hereof in the case of clause (A) of this definition, on the date of completion of the initial construction in the case of clause (B) of this definition or on the date of acquisition in the case of clause (C) of this definition, of less than the greater of $50,000,000 and 0.50% of Consolidated Tangible Assets on the consolidated balance sheet of Parent and its Subsidiaries as of the applicable date.

"**Qualifying Subsidiary**" means a U.S. Subsidiary, the total Accounts Receivable of which exceeds the greater of $2.5 million and 0.20% of the amount stated under the heading "Accounts receivable, net of allowance for doubtful accounts," or its equivalent, appearing on the most recently prepared consolidated balance sheet of Parent and its subsidiaries as of the end of a fiscal quarter of Parent, prepared in accordance with United States generally accepted accounting principles.

"**Rating Agencies**" means (1) each of Fitch, Moody's and S&P; and (2) if any of Fitch, Moody's or S&P ceases to rate the Offered Securities or fails to make a rating of the Offered Securities publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Company (as certified by a resolution of the Company's Board of Directors) as a replacement agency for Fitch, Moody's or S&P, or all of them, as the case may be.

"**Restricted Subsidiary**" means any Subsidiary of the Company that owns or leases a Principal Property.

"**Sale and Lease-Back Transaction**" means an arrangement with any Person providing for the leasing by the Company or a Restricted Subsidiary of any Principal Property whereby such Principal Property has been or is to be sold or transferred by the Company or a Restricted Subsidiary to such Person other than Parent, the Company or any of their respective Subsidiaries; provided, however, that the foregoing shall not apply to any such arrangement involving a lease for a term, including renewal rights, for not more than three years.

"**S&P**" means Standard & Poor's Financial Services LLC, a subsidiary of S&P Global Inc.

"**U.S. Subsidiary**" means any Subsidiary organized under the laws of a jurisdiction of the United States or any political subdivision thereof.

Section 1.5. Additional Covenants.

The following additional covenants shall apply with respect to the Offered Securities so long as any of the Offered Securities remain Outstanding (but subject to defeasance, as provided in the Indenture):

(1) Limitation on Liens.

The Company will not, and will not permit any Restricted Subsidiary to, issue, assume or guarantee any Indebtedness that is secured by a mortgage, pledge, security interest, lien or encumbrance (each a "**lien**") upon any property that at the time of such issuance, assumption or guarantee constitutes a Principal Property, and the Company will not, and will not permit any U.S. Subsidiary that at the time of such issuance, assumption or guarantee is a Qualifying Subsidiary to, issue, assume or guarantee any Indebtedness that is secured by a lien upon such Qualifying Subsidiary's Accounts Receivable, or any shares of stock of or Indebtedness issued by any such Restricted Subsidiary or any such Qualifying Subsidiary, whether now owned or hereafter acquired, in each case without effectively providing that, for so long as such lien shall continue in existence with respect to such secured Indebtedness, the Offered Securities (together with, if the Company shall so determine, any other Indebtedness of the Company ranking equally with the Offered Securities, it being understood that for purposes hereof, Indebtedness which is secured by a lien and Indebtedness which is not so secured shall not, solely by reason of such lien, be deemed to be of different ranking) shall be equally and ratably secured by a lien ranking ratably with or equal to (or at the Company's option prior to) such secured Indebtedness; provided, however, that the foregoing covenant shall not apply to:

(a) liens existing on the date the Offered Securities are first issued;

(b) liens on the stock, assets or Indebtedness of a Person existing at the time such Person becomes a Restricted Subsidiary, unless created in contemplation of such Person becoming a Restricted Subsidiary;

(c) liens on any assets or Indebtedness of a Person existing at the time such Person is merged with or into or consolidated with or acquired by the Company or a Restricted Subsidiary or at the time of a purchase, lease or other acquisition of the assets of a corporation or firm as an entirety or substantially as an entirety by the Company or any Restricted Subsidiary;

(d) liens on any Principal Property existing at the time of acquisition thereof by the Company or any Restricted Subsidiary, or liens to secure the payment of the purchase price of such Principal Property by the Company or any Restricted Subsidiary, or to secure any Indebtedness incurred, assumed or guaranteed by the Company or a Restricted Subsidiary for the purpose of financing all or any part of the purchase price of such Principal Property or improvements or construction thereon, which Indebtedness is incurred, assumed or guaranteed prior to, at the time of or within one year after such acquisition (or in the case of real property, completion of such improvement or construction or commencement of full operation of such property, whichever is later); provided, however, that in the case of any such acquisition, construction or improvement, the lien shall not apply to any Principal Property theretofore owned by the Company or a Restricted Subsidiary, other than the Principal Property so acquired, constructed or improved (and accessions thereto and improvements and replacements thereof and the proceeds of the foregoing);

(e) liens securing Indebtedness owing by any subsidiary to the Company, Parent or a subsidiary thereof or by the Company to Parent;

(f) liens in favor of the United States or any State thereof, or any department, agency or instrumentality or political subdivision of the United States of America or any State thereof, or in favor of any other country or any political subdivision thereof, to secure partial, progress, advance or other payments pursuant to any contract, statute, rule or regulation or to secure any Indebtedness incurred or guaranteed for the purpose of financing all or any part of the purchase price (or, in the case of real property, the cost of construction or improvement) of the Principal Property or assets subject to such liens (including liens incurred in connection with pollution control, industrial revenue or similar financings);

(g) pledges, liens or deposits under workers' compensation or similar legislation, and liens thereunder that are not currently dischargeable, or in connection with bids, tenders, contracts (other than for the payment of money) or leases to which the Company or any subsidiary is a party, or to secure the public or statutory obligations of the Company or any subsidiary, or in connection with obtaining or maintaining self-insurance, or to obtain the benefits of any law, regulation or arrangement pertaining to unemployment insurance, old age pensions, social security or similar matters, or to secure surety, performance, appeal or customs bonds to which the Company or any subsidiary is a party, or in litigation or other proceedings in connection with the matters heretofore referred to in this clause, such as interpleader proceedings, and other similar pledges, liens or deposits made or incurred in the ordinary course of business;

(h) liens created by or resulting from any litigation or other proceeding that is being contested in good faith by appropriate proceedings, including liens arising out of judgments or awards against the Company or any subsidiary with respect to which the Company or such subsidiary in good faith is prosecuting an appeal or proceedings for review or for which the time to make an appeal has not yet expired; or final unappealable judgment liens which are satisfied within 15 days of the date of judgment; or liens incurred by the Company or any subsidiary for the purpose of obtaining a stay or discharge in the course of any litigation or other proceeding to which the Company or such subsidiary is a party;

(i) liens for taxes or assessments or governmental charges or levies not yet due or delinquent; or that can thereafter be paid without penalty, or that are being contested in good faith by appropriate proceedings; landlord's liens on property held under lease; and any other liens or charges incidental to the conduct of the business of the Company or any subsidiary, or the ownership of their respective assets, that were not incurred in connection with the borrowing of money or the obtaining of advances or credit and that, in the opinion of the Board of Directors of the Company, do not materially impair the use of such assets in the operation of the business of the Company or such subsidiary or the value of such Principal Property or assets for the purposes of such business;

(j) liens to secure the Company's or any subsidiary's obligations under agreements with respect to interest rate swap, spot, forward, future and option transactions, entered into in the ordinary course of business;

(k) liens on (including securitization programs with respect to) accounts receivable (including any accounts receivable constituting or evidenced by chattel paper, instruments or intangibles (as defined in the Uniform Commercial Code of the State of New York)) (i) existing at the time of acquisition thereof by the Company or any U.S. Subsidiary or (ii) of a Person existing at the time such Person is merged with or into or consolidated with or acquired by the Company or any U.S. Subsidiary; provided that such liens were in existence, or granted or required to be granted or otherwise attach pursuant to any agreement in existence, prior to, and were not granted or such agreement was not entered into (as applicable) in contemplation of, such acquisition, merger or consolidation and such liens do not extend to any assets other than accounts receivable (including any accounts receivable constituting or evidenced by chattel paper, instruments or intangibles (as so defined) and rights (contractual and other) and collateral related thereto and proceeds of the foregoing and any related deposit accounts containing such proceeds);

(l) liens not permitted by the foregoing clauses (a) to (k), inclusive, if at the time of, and after giving effect to, the creation or assumption of any such lien, the aggregate amount (without duplication) of all outstanding Indebtedness of the Company and its Restricted Subsidiaries secured by all such liens on such Principal Properties and all outstanding Indebtedness of the Company and its Qualifying Subsidiaries secured by all such liens on Accounts Receivable not so permitted by the foregoing clauses (a) through (k), inclusive, together with the Attributable Debt in respect of Sale and Lease-Back Transactions permitted by paragraph (a) under subsection (2) below do not exceed the greater of $1,500,000,000 and 10% of Consolidated Net Worth; and

(m) any extension, renewal or replacement (or successive extensions, renewals or replacements) in whole or in part, of any lien referred to in the foregoing clauses (a) to (l), inclusive; provided, however, that the principal amount of Indebtedness secured thereby unless otherwise excepted under clauses (a) through (l) shall not exceed the principal amount of Indebtedness (plus the amount of any unused revolving credit or similar commitments) so secured at the time of such extension, renewal or replacement, and that such extension, renewal or replacement shall be limited to all or a part of the assets (or any replacements therefor) that secured the lien so extended, renewed or replaced (plus improvements and construction on real property).

(2) Limitation on Sale/Leaseback Transactions.

The Company will not, and will not permit any Restricted Subsidiary to, enter into any Sale and Lease-Back Transaction unless:

(a) the Company or such Restricted Subsidiary, at the time of entering into a Sale and Lease-Back Transaction, would be entitled to incur Indebtedness secured by a lien on the Principal Property to be leased in an amount at least equal to the Attributable Debt in respect of such Sale and Lease-Back Transaction, without equally and ratably securing the Offered Securities pursuant to subsection (1) above; or

(b) the direct or indirect proceeds of the sale of the Principal Property to be leased are at least equal to the fair value of such Principal Property (as determined by the Company's Board of Directors) and an amount equal to the net proceeds from the sale of the property or assets so leased is applied, within 180 days of the effective date of any such Sale and Lease-Back Transaction, to the purchase or acquisition (or, in the case of real property, commencement of the construction) of property or assets or to the retirement (other than at maturity or pursuant to a mandatory sinking fund or mandatory redemption provision) of Securities, or of Funded Indebtedness of the Company or a consolidated Subsidiary ranking on a parity with or senior to the Securities; provided that there shall be credited to the amount of net worth proceeds required to be applied pursuant to this clause (b) an amount equal to the sum of (i) the principal amount of Securities delivered within 180 days of the effective date of such Sale and Lease-Back Transaction to the Trustee for retirement and cancellation and (ii) the principal amount of other Funded Indebtedness voluntarily retired by the Company within such 180-day period, excluding retirements of Securities and other Funded Indebtedness as a result of conversions or pursuant to mandatory sinking fund or mandatory prepayment provisions.

(3) Change of Control Triggering Event.

(a) Upon the occurrence of a Change of Control Triggering Event, unless the Company has exercised its right to redeem the Offered Securities pursuant to Section 1.1(6) hereof or Section 14.01 of the Base Indenture, each Holder will have the right to require that the Company purchase all or a portion, in €1,000 increments (provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof), of such Holder's Offered Securities pursuant to Section 1.5(3)(b) hereof (the "**Change of Control Offer**"), at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of purchase.

(b) Within 30 days following the date upon which the Change of Control Triggering Event occurred, or at the Company's option, prior to any Change of Control, but after the public announcement of the Change of Control, the Company shall send, by first class mail, a notice to each Holder, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Such notice shall describe the transaction or transactions that constitute the Change of Control and shall state:

(A) that the Change of Control Offer is being made pursuant to this Section 1.5(3) of this Sixteenth Supplemental Indenture;

(B) that the Company is required to offer to purchase all of the outstanding principal amount of Offered Securities, the purchase price and, that on the date specified in such notice, which date shall be no earlier than 30 days and no later than 60 days from the date such notice is mailed, other than as may be required by law (the "**Change of Control Payment Date**"), the Company shall repurchase the Offered Securities validly tendered and not withdrawn pursuant to this Section 1.5(3);

(C) if mailed prior to the date of consummation of the Change of Control, shall state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date;

(D) that any Offered Security not tendered or accepted for payment shall continue to accrue interest;

(E) that, unless the Company defaults in making such payment, Offered Securities accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Payment Date;

(F) that Holders electing to have an Offered Security purchased pursuant to a Change of Control Offer may elect to have all or any portion of such Offered Security purchased;

(G) that Holders of Offered Securities electing to have Offered Securities purchased pursuant to a Change of Control Offer shall be required to surrender their Offered Securities, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Offered Security, or such other customary documents of surrender and transfer as the Company may reasonably request, duly completed, or transfer the Offered Security by book-entry transfer, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day prior to the Change of Control Payment Date;

(H) that Holders shall be entitled to withdraw their election if the Company, the Common Safekeeper or the Paying Agent, as the case may be, receives, not later than the expiration of the Change of Control Offer, a telegram, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Offered Security the Holder delivered for purchase and a statement that such Holder is withdrawing its election to have such Offered Security purchased;

(I) that Holders whose Offered Securities are purchased only in part shall be issued new Securities equal in principal amount to the unpurchased portion of the Securities surrendered (or transferred by book-entry transfer); and

(J) the Common Code or ISIN, if any, printed on the Offered Securities being repurchased and that no representation is made as to the correctness or accuracy of the Common Code or ISIN, if any, listed in such notice or printed on the Offered Securities.

(c) The Company will not be required to make a Change of Control Offer if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for such an offer made by the Company and such third party purchases all Offered Securities properly tendered and not withdrawn under its offer.

(d) The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of Offered Securities pursuant to a Change of Control Offer. To the extent that any securities laws or regulations conflict with the provisions of this Section 1.5(3), the Company shall comply with the applicable securities laws and regulations and shall be deemed not to have breached its obligations under this Section 1.5(3) by virtue thereof.

(4) Redemption Upon Changes in Withholding Taxes.

Solely with respect to the Offered Securities, Section 14.01 of the Base Indenture shall be replaced in its entirety with the following:

The Offered Securities may be redeemed, as a whole but not in part, at the option of the Company, upon not less than 30 nor more than 90 days notice to each Holder of Offered Securities to be redeemed (which notice shall be irrevocable), at a redemption price equal to 100% of the principal amount thereof, together with accrued interest, if any, to the redemption date and Additional Amounts (as defined in Section 14.02), if any, if as a result of any amendment to, or change in, the laws or regulations of Luxembourg or Switzerland, or other jurisdiction in which the Company, Parent or any successor thereof may be organized, or the United States, as applicable, or any political subdivision thereof or therein having the power to tax (a "**Taxing Jurisdiction**") or any change in the application or official interpretation of such laws, including any action taken by a taxing authority or a holding by a court of competent jurisdiction (regardless of whether such action or such holding is with respect to the Company or Parent), which amendment or change is first announced or takes effect after the issue date of the Offered Securities, Parent or the Company has become, or there is a material probability that Parent or the Company will become, obligated to pay Additional Amounts on the next date on which any amount would be payable with respect to the Securities, and such obligation cannot be avoided by the use of commercially reasonable measures available to Parent or the Company, as the case may be; provided, however, that (a) no such notice of redemption may be given earlier than 90 days prior to the earliest date on which Parent or the Company, as the case may be, would be obligated to pay such Additional Amounts, and (b) at the time such notice of redemption is given, such obligation to pay such Additional Amounts remains in effect. Prior to the giving of any notice of redemption described in this paragraph, the Company shall deliver to the Trustee (i)(A) certificate signed by two directors of the Company stating that the obligation to pay Additional Amounts cannot be avoided by the Company taking commercially reasonable measures available to it or (B) a certificate signed by two Officers of Parent stating that the obligation to pay Additional Amounts cannot be avoided by Parent taking commercially reasonable measures available to it, as the case may be, and (ii) a written opinion of independent legal counsel to Parent or the Company, as the case may be, of recognized standing to the effect that Parent or the Company, as the case may be, has or there is a material probability that it will become obligated to pay Additional Amounts as a result of a change, amendment, official interpretation or application described above and that Parent or the Company, as the case may be, cannot avoid the payment of such Additional Amounts by taking commercially reasonable measures available to it. At least two Business Days prior to the date on which the Trustee shall deliver a notice of redemption to each Holder of Offered Securities (or such lesser period as the Trustee may agree to), the Company shall provide the Trustee with such notice of redemption.

Section 1.6. Additional Event of Default.

The following additional event shall be established and shall constitute an "Event of Default" under Section 6.01(a) of the Base Indenture with respect to the Offered Securities so long as any of the Offered Securities remain Outstanding:

(9) an event of default shall happen and be continuing with respect to the Company's or Parent's Indebtedness for borrowed money (other than Non-Recourse Indebtedness) under any indenture or other instrument evidencing or under which the Company or Parent shall have a principal amount outstanding (such amount with respect to original issue discount bonds or zero coupon notes, bonds or debentures or similar securities based on the accreted amount determined in accordance with United States generally accepted accounting principles and as of the date of the most recently prepared consolidated balance sheet of the Company or Parent, as the case may be) in excess of $100,000,000, and such event of default shall involve the failure to pay the principal of such Indebtedness on the final maturity date thereof after the expiration of any applicable grace period with respect thereto, or such Indebtedness shall have been accelerated so that the same shall have become due and payable prior to the date on which the same would otherwise have become due and payable, and such acceleration shall not be rescinded or annulled within ten Business Days after notice thereof shall have been given to the Company and Parent by the Trustee, or to the Company, Parent and the Trustee by the Holders of at least 25% in aggregate principal amount of the Outstanding Securities; provided that, if such event of default under such indenture or instrument shall be remedied or cured by the Company or Parent or waived by the requisite holders of such Indebtedness, then the Event of Default hereunder by reason thereof shall be deemed likewise to have been thereupon remedied, cured or waived without further action upon the part of either the Trustee or any of the Holders, and provided further, however, that subject to the provisions of Sections 7.01 and 7.02, the Trustee shall not be charged with knowledge of any such event of default unless written notice thereof shall have been given to the Trustee by the Company or Parent, as the case may be, by the holder or an agent of the holder of any such Indebtedness, by the trustee then acting under any indenture or other instrument under which such default shall have occurred, or by the Holders of not less than 25% in the aggregate principal amount of Outstanding Securities.

Section 1.7. Additional Amounts.

For purposes of the Offered Securities and this Sixteenth Supplemental Indenture, Sections 14.02(a)(iii) and Section 14.02(h) through (j) of the Base Indenture are hereby deleted and replaced with the following:

(a)(iii) with respect to any withholding Taxes imposed by the United States, is or was, with respect to the United States, a personal holding company, passive foreign investment company, a controlled foreign corporation, a foreign tax exempt organization or a corporation that has accumulated earnings to avoid United States federal income tax; or

(h) [reserved];

(i) any Taxes required to be deducted or withheld pursuant to the Luxembourg law of December 23, 2005, as amended, introducing a 20% withholding tax on certain interest payments;

(j) with respect to withholding Taxes imposed by the United States, any such Taxes imposed under Sections 1471 through 1474 of the Code, and any regulations or other administrative authority promulgated thereunder, any agreements entered into pursuant to Section 1471(b)(1) of the Code, any intergovernmental agreement entered into in connection with any of the foregoing and any fiscal or regulatory legislation, rules or practices adopted pursuant to any such intergovernmental agreement;

(k) any withholding or deduction for Taxes which would not have been imposed if the relevant Securities had been presented to another paying agent in a Member State of the European Union; or

(l) any combination of Section 14.02(a), (b), (c), (d), (e), (f), (g), (h), (i), (j) and (k).

For purposes of the Offered Securities and this Sixteenth Supplemental Indenture, the following sentence is added to the end of the fifth paragraph of Section 14.02 of the Base Indenture:

However, the Company will not pay any Luxembourg registration duties in connection with the voluntary registration, by any person other than the Company, of the notes or any related document with the *Administration de l'enregistrement, des domaines et de la TVA* in Luxembourg.

Section 1.8 Destroy Option

In the case of a Global Note intended to be held under the New Safekeeping Structure, the Common Safekeeper may destroy such Global Note in accordance with the normal procedures of the Common Safekeeper upon maturity and final redemption of such Global Note.

ARTICLE II

MISCELLANEOUS

Section 2.1. Definitions.

Capitalized terms defined in the Base Indenture and used but not defined in this Sixteenth Supplemental Indenture shall have the meanings ascribed thereto in the Base Indenture.

Section 2.2. Confirmation of Indenture.

The Base Indenture, as supplemented and amended by this Sixteenth Supplemental Indenture, is in all respects ratified and confirmed, and the Base Indenture, this Sixteenth Supplemental Indenture and all indentures supplemental thereto shall be read, taken and construed as one and the same instrument.

Section 2.3. Concerning the Trustee.

In carrying out the Trustee's responsibilities hereunder, the Trustee shall have all of the rights, protections and immunities which it possesses under the Indenture. The recitals contained herein and in the Offered Securities, except the Trustee's certificate of authentication, shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Sixteenth Supplemental Indenture or of the Offered Securities. The Trustee shall not be accountable for the use or application by the Company of the Offered Securities or the proceeds thereof.

Section 2.4. Concerning the Common Service Provider.

The Company hereby authorizes and instructs the CSP (i) to transmit the Global Note in respect of the Offered Securities electronically to the Common Safekeeper and to give effectuation instructions, substantially in the form set forth in Section 1.2, in respect of such Global Note following its authentication thereof by the Trustee and (ii) to instruct Euroclear and Clearstream to make appropriate entries in their records to reflect the initial outstanding aggregate principal amount of the Notes. The Company further authorizes and instructs the CSP to destroy each Global Note in respect of the Offered Securities retained by it following its receipt of confirmation from the Common Safekeeper that the relevant Global Note has been effectuated. The Trustee shall perform or cause the CSP, as agent in connection with the issue of the Offered Securities, to perform the duties set forth in Schedule 1.

Section 2.5. Governing Law.

This Sixteenth Supplemental Indenture and the Offered Securities shall be deemed to be a contract made under the internal laws of the State of New York, and for all purposes shall be construed in accordance with the laws of said State without regard to conflicts of laws principles that would require the application of any other law.

Section 2.6. Separability.

In case any provision in this Sixteenth Supplemental Indenture shall for any reason be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 2.7. Counterparts.

This Sixteenth Supplemental Indenture may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Sixteenth Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture and signature pages for all purposes.

Section 2.8 No Benefit.

Nothing in this Sixteenth Supplemental Indenture, express or implied, shall give to any Person other than the parties hereto and their successors or assigns, and the Holders, any benefit or legal or equitable rights, remedy or claim under this Sixteenth Supplemental Indenture or the Base Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this Sixteenth Supplemental Indenture to be duly executed all as of the day and year first above written.

TYCO ELECTRONICS GROUP S.A.

/s/ Mario Calastri

Name: Mario Calastri
Title: Director

TE CONNECTIVITY LTD.

/s/ Heath A. Mitts

Name: Heath A. Mitts
Title: Executive Vice President
and Chief Financial Officer

[Signature Page to Sixteenth Supplemental Indenture]

DEUTSCHE BANK TRUST COMPANY AMERICAS
as Trustee

By: /s/ Kathryn Fisher
Name: Kathryn Fisher
Title: Vice President

By: /s/ Irina Golovashchuk
Name: Irina Golovashchuk
Title: Vice President

[Signature Page to Sixteenth Supplemental Indenture]

Schedule 1

1. The CSP will inform each of the ICSDs of the initial issue outstanding amount ("IOA") for the Offered Securities on or prior to the closing date;

2. If any event occurs that requires a mark-up or mark-down of the records that an ICSD holds for its customers to reflect such customers' interest in such Offered Securities, the CSP will promptly provide details of the amount of such mark-up or mark-down, together with a description of the event that requires it, to the ICSDs to ensure that the records of the ICSDs reflecting the IOA of the Offered Securities remain at all times accurate;

3. The CSP will at least monthly perform a reconciliation process with the ICSDs with respect to the IOA for the Offered Securities and will promptly inform the ICSDs of any discrepancies;

4. The CSP will promptly assist the ICSDs in resolving any discrepancy in the records reflecting the IOA of the Offered Securities;

5. The CSP will promptly provide to the ICSDs details of all amounts paid under the Offered Securities (or, where the Offered Securities provide for delivery of assets other than cash, of the assets so delivered);

6. The CSP will promptly provide to the ICSDs any changes to the Offered Securities that will affect the amount of, or date for, any payment due under the Offered Securities;

7. The CSP will promptly provide to the ICSDs copies of all information that is given to the Holders of the Offered Securities;

8. The CSP will promptly pass on to the Company all communications it receives from the ICSDs relating to the Offered Securities; and

9. The CSP will promptly notify the ICSDs of any failure by the Company to make any payment or delivery due under the Offered Securities when due.

EXHIBIT A
FORM OF 0.000% SENIOR NOTES

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE NOMINEE OF THE ENTITY APPOINTED AS COMMON SAFEKEEPER FOR EUROCLEAR BANK S.A./N.V. ("EUROCLEAR") AND CLEARSTREAM BANKING S.A. ("CLEARSTREAM"). TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, AND NOT IN PART, TO NOMINEES OF THE COMMON SAFEKEEPER OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

0.000% SENIOR NOTES DUE 2025

No.1 €550,000,000
ISIN No.:XS2114807691
Common Code: 211480769

This certifies that the Person whose name is entered in the Security Register maintained by the Security Registrar is registered as the Holder of the aggregate principal amount of €550,000,000 of 0.000% Senior Notes due 2025.

TYCO ELECTRONICS GROUP S.A., promises to pay to the registered Holder hereof, or registered assigns, the principal sum of FIVE HUNDRED FIFTY MILLION Euros on February 14, 2025.

Interest Payment Date: February 15

Record Date: The business day on which each of Clearstream and Euroclear is open for business prior to each Interest Payment Date

Each Holder of this Security (as defined below), by accepting the same, agrees to and shall be bound by the provisions hereof and of the Indenture described herein, and authorizes and directs the Trustee described herein on such Holder's behalf to be bound by such provisions. Each Holder hereby waives all notice of the acceptance of the provisions contained herein and in the Indenture and waives reliance by such Holder upon said provisions.

This Security shall not be entitled to any benefit under the Indenture, or be valid or become obligatory for any purpose, until the Certificate of Authentication hereon shall have been signed by or on behalf of the Trustee and until it has been effectuated for and on behalf of the Common Safekeeper. The provisions of this Security are continued on the reverse side hereof, and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed in accordance with Section 2.04 of the Indenture.

Date: February 14, 2020

TYCO ELECTRONICS GROUP S.A.

Name: Mario Calastri
Title: Director

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: _____
Authorized Signatory

Dated: February 14, 2020

EFFECTUATED for and on behalf of EUROCLEAR BANKING S.A./N.V., as Common Safekeeper, without recourse, warranty or liability.

EUROCLEAR BANKING S.A./N.V., as Common Safekeeper

By: _____
Authorized Signatory

Dated: February 14, 2020

GUARANTEE

For value received, TE CONNECTIVITY LTD. hereby absolutely, unconditionally and irrevocably guarantees to the holder of this Security the payment of principal of, premium, if any, and interest on, the Security upon which this Guarantee is set forth in the amounts and at the time when due and payable whether by declaration thereof or otherwise, and interest on the overdue principal and interest, if any, of such Security, if lawful, to the holder of such Security and the Trustee on behalf of the holders, all in accordance with and subject to the terms and limitations of such Security and Article XV of the Indenture. This Guarantee will not become effective until the Trustee or Authenticating Agent duly executes the certificate of authentication on this Security and until this Security has been effectuated for and on behalf of the Common Safekeeper. This Guarantee shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles thereof.

Dated: February 14, 2020

TE CONNECTIVITY LTD.

Name: Heath A. Mitts
Title: Executive Vice President and Chief Financial Officer

[FORM OF REVERSE OF NOTE]

Tyco Electronics Group S.A.

0.000% Senior Notes due 2025

This security is one of a duly authorized series of debt securities of Tyco Electronics Group S.A. (the "Company") issued or to be issued in one or more series under and pursuant to an Indenture for the Company's unsubordinated debt securities, dated as of September 25, 2007 (the "Base Indenture"), duly executed and delivered by and among the Company, TE Connectivity Ltd. ("Parent") and Deutsche Bank Trust Company Americas (the "Trustee"), as supplemented by the Sixteenth Supplemental Indenture, dated as of February 14, 2020 (the "Sixteenth Supplemental Indenture"), by and among the Company, Parent and the Trustee. The Base Indenture as supplemented and amended by the Sixteenth Supplemental Indenture is referred to herein as the "Indenture." By the terms of the Base Indenture, the debt securities issuable thereunder are issuable in series that may vary as to amount, date of maturity, rate of interest and in other respects as provided in the Base Indenture. This security is one of the series designated on the face hereof (individually, a "Security," and collectively, the "Securities"), and reference is hereby made to the Indenture for a description of the rights, limitations of rights, obligations, duties and immunities of the Trustee, the Company, Parent and the holders of the Securities (the "Holders"). Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Base Indenture or the Sixteenth Supplemental Indenture, as applicable.

1. Interest. The Company promises to pay interest on the principal amount of this Security at an annual rate of 0.000%, subject to adjustment as provided below. The Company will pay interest annually on February 15 of each year (each such day, an "Interest Payment Date"). If any Interest Payment Date, redemption date or maturity date of this Security is not a Business Day, then payment of interest or principal (and premium, if any) shall be made on the next succeeding Business Day with the same force and effect as if made on the date such payment was due, and no interest shall accrue for the period after such date to the next succeeding Business Day. Interest on the Securities will accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid, from the date of issuance; provided that, if there is no existing Default in the payment of interest, and if this Security is authenticated between a regular record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; and provided, further, that the first Interest Payment Date shall be February 15, 2021. The day count convention is ACTUAL/ACTUAL (ICMA), as defined in the rulebook of the International Capital Markets Association. In certain circumstances, liquidated damages may be payable as provided in Section 6.01 of the Base Indenture. Any such liquidated damages shall be payable in the same manner and on the same dates as the stated interest payable on this Security.

"**Business Day**" means any day that is not a Saturday or Sunday and that, in the City of New York, London or Luxembourg, is not a day on which (i) banking institutions are authorized or obligated by law or executive order to close and (ii) the Trans-European Automated Real-time Gross Settlement Express Transfer System, or any successor thereto, does not operate.

2. Method of Payment. The Company will pay interest on the Securities (except defaulted interest), if any, to the persons in whose name such Securities are registered at the close of business on the regular record date referred to on the facing page of this Security for such interest installment. In the event that the Securities or a portion thereof are called for redemption and the Make-Whole Redemption Date or Par Redemption Date, as applicable, is subsequent to a regular record date with respect to any Interest Payment Date and prior to such Interest Payment Date, interest on such Securities will be paid upon presentation and surrender of such Securities as provided in the Indenture. The principal of and the interest and Additional Amounts, if any, on the Securities shall be payable in euros, at the office or agency of the Company maintained for that purpose in accordance with the Indenture.

If the euro is unavailable to the Company or Parent due to the imposition of exchange controls or other circumstances beyond the Company's or Parent's control or if the euro is no longer being used by the then member states of the European Economic and Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Securities shall be made in U.S. dollars until the euro is again available to the Company or Parent or so used. The amount payable on any date in euro shall be converted to U.S. dollars on the basis of the then most recently available market exchange rate for euro. Any payment in respect of the Securities so made in U.S. dollars will not constitute an Event of Default under the Securities, the Base Indenture or this Sixteenth Supplemental Indenture. Neither the Trustee nor the Paying Agent shall be responsible for obtaining exchange rates, effecting conversions or otherwise handling redenominations.

3. Paying Agent and Registrar. Initially, Deutsche Bank Trust Company Americas, the Trustee, will act as paying agent and Security Registrar. The Company may change or appoint any Paying Agent or Security Registrar without notice to any Holder. Parent, the Company or any of their Subsidiaries may act in any such capacity. For purposes of the Securities, the initial place of payment shall be the Corporate Trust Office.

4. Indenture. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 ("TIA") as in effect on the date the Indenture is qualified. The Securities are subject to all such terms, and Holders are referred to the Indenture and TIA for a statement of such terms. The Securities are unsecured general obligations of the Company and constitute the series designated on the face hereof as the "0.000% Senior Notes due 2025", initially limited to €550,000,000 in aggregate principal amount. The Company will furnish to any Holder upon written request and without charge a copy of the Base Indenture and the Sixteenth Supplemental Indenture. Requests may be made to: Tyco Electronics Group S.A., 46 Place Guillaume II, L-1648 Luxembourg, Attention: The Managing Directors.

5. Optional Redemption. The Securities will be subject to redemption at the option of the Company on any date (the "Make-Whole Redemption Date") prior to November 14, 2024 (three months prior to the maturity date) (the "Par-Call Date"), in whole or from time to time in part, in €1,000 increments (provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof), on written notice given to the Holders thereof not less than 10 days nor more than 90 days prior to the Make-Whole Redemption Date at a redemption price equal to the greater of (i) 100% of the principal amount of such Securities to be redeemed and (ii) an amount equal to the sum of the present values of the remaining scheduled payments of principal and interest thereon due on any date after the Make-Whole Redemption Date, assuming that the Securities matured on the Par-Call Date (based on the original interest and excluding the portion of interest that will be accrued and unpaid to and including the Make-Whole Redemption Date) discounted to the Make-Whole Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the Comparable Government Bond Rate plus 15 basis points, plus, in either the case of clause (i) or clause (ii), accrued and unpaid interest thereon to but excluding the Make-Whole Redemption Date. In addition, the Securities will be subject to redemption at the option of the Company on any date (a "Par Redemption Date") on or after the Par-Call Date, in whole or from time to time in part, in €1,000 increments (provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof), on written notice given to the Holders thereof not less than 10 days nor more than 90 days prior to the Par Redemption Date at a redemption price equal to 100% of the principal amount of the Securities to be redeemed (the "Par Redemption Price"), plus accrued and unpaid interest and Special Interest, if any, thereon to but excluding the Par Redemption Date. This Security is also subject to redemption to the extent provided in Article XIV of the Indenture.

Any notice of redemption delivered to Holders pursuant to the terms of this Security, the Base Indenture and the Sixteenth Supplemental Indenture may be subject to the satisfaction of one or more conditions precedent established by the Company in its discretion. If the giving of the notice of redemption is completed as provided in the Indenture, interest on such Securities or portions of Securities shall cease to accrue on and after the Make-Whole Redemption Date or Par Redemption Date, as applicable, unless the Company shall default in the payment of such Make-Whole Redemption Price or Par Redemption Price, as applicable, and accrued interest with respect to any such Security or portion thereof.

The Company shall not be required to make mandatory redemption or sinking fund payments with respect to the Securities.

6. Change of Control Triggering Event. Upon the occurrence of a Change of Control Triggering Event, unless the Company has exercised its right to redeem this Security, the Holder will have the right to require that the Company purchase all or a portion, in €1,000 increments (provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof), of this Security at a purchase price equal to 101% of the principal amount hereof plus accrued and unpaid interest, if any, to the date of purchase. Within 30 days following the date upon which the Change of Control Triggering Event occurred, or at the Company's option, prior to any Change of Control, but after the public announcement of the Change of Control, the Company shall send, by first class mail, a notice to each Holder, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer.

7. Denominations, Transfer, Exchange. The Securities are in registered form without coupons in minimum denominations of €100,000 or any integral multiple of €1,000 in excess thereof. The transfer of Securities may be registered and Securities may be exchanged as provided in the Indenture. The Securities may be presented for exchange or for registration of transfer (duly endorsed or with the form of transfer endorsed thereon duly executed if so required by the Company or the Security Registrar) at the office of the Security Registrar or at the office of any transfer agent designated by the Company for such purpose (or otherwise in accordance with applicable procedures of Euroclear and Clearstream). No service charge will be made for any registration of transfer or exchange, but a Holder may be required to pay any applicable taxes or other governmental charges. If the Securities are to be redeemed, the Company will not be required to: (i) issue, register the transfer of, or exchange any Security during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of less than all of the Outstanding Securities of the same series and ending at the close of business on the day of such mailing; (ii) register the transfer of or exchange any Security of any series or portions thereof selected for redemption, in whole or in part, except the unredeemed portion of any such Security being redeemed in part; nor (iii) register the transfer of or exchange a Security of any series between the applicable record date and the next succeeding Interest Payment Date.

8. Persons Deemed Owners. The registered Holder may be treated as its owner for all purposes.

9. Repayment to Parent or the Company. Any funds or Governmental Obligations deposited with any Paying Agent or the Trustee, or then held by Parent or the Company, in trust for payment of principal of, premium, if any, or interest on the Securities of a particular series that are not applied but remain unclaimed by the Holders of such Securities for at least one year after the date upon which the principal of, premium, if any, or interest on such Securities shall have respectively become due and payable, shall be repaid to Parent or the Company, as applicable, or (if then held by Parent or the Company) shall be discharged from such trust. After return to the Company or Parent, Holders entitled to the money or securities must look to the Company or Parent, as applicable, for payment as unsecured general creditors.

10. Amendments, Supplements and Waivers. The Base Indenture contains provisions permitting the Company, Parent and the Trustee, with the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Securities to enter into supplemental indentures for the purpose of adding, changing or eliminating any provisions to the Base Indenture or supplemental indenture or indentures or of modifying in any manner not covered elsewhere in the Base Indenture the rights of the Holders of the Securities of such series; provided, however, that no such supplemental indenture, without the consent of the Holders of each Security then Outstanding and affected thereby, shall: (i) extend a fixed maturity of or any installment of principal of any Securities of any series or reduce the principal amount thereof, or reduce the amount of principal of any original issue discount security that would be due and payable upon declaration of acceleration of the maturity thereof; (ii) reduce the rate of or extend the time for payment of interest of any Security of any series; (iii) reduce the premium payable upon the redemption of any Security; (iv) make any Security payable in Currency other than that stated in the Security; (v) impair the right to institute suit for the enforcement of any payment on or after the fixed maturity thereof (or in the case or redemption, on or after the redemption date); or (vi) reduce the percentage of Securities, the Holders of which are required to consent to any such supplemental indenture or indentures. The Base Indenture also contains provisions permitting the Holders of not less than a majority in aggregate principal amount of the Outstanding Securities of each series affected thereby, on behalf of all of the Holders of the securities of such series, to waive any past Default under the Base Indenture, and its consequences, except a Default in the payment of the principal of, premium, if any, or interest on any security of such series or a Default in respect of a covenant or provision of the Base Indenture that cannot be modified or amended without the consent of the Holder of each Outstanding Security of such affected series. Any such consent or waiver by the registered Holder shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Security and of any Security issued in exchange for this Security or in place hereof (whether by registration of transfer or otherwise), irrespective of whether or not any notation of such consent or waiver is made upon this Security.

11. Defaults and Remedies. If an Event of Default with respect to the securities of a series issued pursuant to the Base Indenture occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the Securities of such series then Outstanding, by notice in writing to the Company and Parent (and to the Trustee if notice is given by such Holders), may declare the unpaid principal of, premium, if any, and accrued interest, if any, due and payable immediately. Subject to the terms of the Indenture, if an Event of Default under the Indenture shall occur and be continuing, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request or direction of any of the Holders, unless such Holders have offered the Trustee indemnity satisfactory to it. Upon satisfaction of certain conditions set forth in the Indenture, the Holders of a majority in principal amount of the Outstanding Securities of a series issued pursuant to the Base Indenture will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, with respect to the Securities of such series.

12. Trustee, Paying Agent and Security Registrar May Hold Securities. The Trustee, subject to certain limitations imposed by the TIA, or any Paying Agent or Security Registrar, in its individual or any other capacity, may become the owner or pledgee of Securities with the same rights it would have if it were not Trustee, Paying Agent or Security Registrar.

13. No Recourse Against Others. No recourse under or upon any obligation, covenant or agreement of the Indenture, or of any Security, or for any claim based thereon or otherwise in respect hereof or thereof, shall be had against any incorporator, stockholder, officer or director, past, present or future as such, of Parent or the Company or of any predecessor or successor corporation, either directly or through Parent or the Company or any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the obligations issued hereunder and thereunder are solely corporate obligations, and that no such personal liability whatever shall attach to, or is or shall be incurred by, the incorporators, shareholders, officers or directors as such, of Parent or the Company or of any predecessor or successor corporation, or any of them, because of the creation of the indebtedness authorized by the Indenture, or under or by reason of the obligations, covenants or agreements contained in the Indenture or in the Securities or implied therefrom; and that any and all such personal liability of every name and nature, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such incorporator, shareholder, officer or director as such, because of the creation of the indebtedness authorized by the Indenture, or under or by reason of the obligations, covenants or agreements contained in the Indenture or in the Securities or implied therefrom, are hereby expressly waived and released as a condition of, and as a consideration for, the acceptance of the Securities.

14. Discharge of Indenture. The Indenture contains certain provisions pertaining to defeasance, which provisions shall for all purposes have the same effect as if set forth herein.

15. Authentication. This Security shall not be valid until the Trustee signs the certificate of authentication attached to the other side of this Security.

16. Guarantee. All payments by the Company under the Indenture and this Security are fully and unconditionally guaranteed to the Holder of this Security by Parent, as provided in the related Guarantee and the Indenture.

17. Additional Amounts. The Company and Parent are obligated to pay Additional Amounts on this Security to the extent provided in Article XIV of the Indenture.

18. Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

19. Governing Law. The Base Indenture, the Sixteenth Supplemental Indenture and this Security (and the Guarantee hereon) shall be deemed to be a contract made under the internal laws of the State of New York, and for all purposes shall be construed in accordance with the laws of said State.

ASSIGNMENT FORM

To assign this Security, fill in the form below: (I) or (we) assign and transfer this Security to

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____
agent to transfer this Security on the books of the Company. The agent may substitute another to act for him.

_____

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this Security)

Signature Guarantee: _____

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Security purchased by the Company pursuant to Section 1.5(3) of the Sixteenth Supplemental Indenture, check the box:

1.5(3) Change of Control Triggering Event

If you want to elect to have only part of this Security purchased by the Company pursuant to Section 1.5(3) of the Sixteenth Supplemental Indenture, state the amount: €_____.

Date: _____ Your Signature:
(Sign exactly as your name appears
on the other side of the Security)

Tax I.D. number

Signature Guarantee:_____
(Signature must be guaranteed by a
participant in a recognized signature
guarantee medallion program)

Exhibit 5.1

Weil, Gotshal & Manges LLP

767 Fifth Avenue
New York, NY 10153-0119
+1 212 310 8000 tel
+1 212 310 8007 fax

February 14, 2020

TE Connectivity Ltd.
Mühlenstrasse 26
CH-8200 Schaffhausen
Switzerland

Tyco Electronics Group S.A.
46 Place Guillaume II
L-1648 Luxembourg

Ladies and Gentlemen:

We have acted as counsel to TE Connectivity Ltd., a Swiss corporation ("**TE Connectivity**"), and Tyco Electronics Group S.A., a Luxembourg company ("**TEGSA**"), in connection with the offer and sale by TEGSA of €550,000,000 aggregate principal amount of its 0.000% Senior Notes due 2025 (the "**Notes**"), pursuant to the Underwriting Agreement, dated as of February 6, 2020 (the "**Agreement**"), among TE Connectivity, TEGSA, and BNP Paribas, Goldman Sachs & Co. LLC, Citigroup Global Markets Limited, Merrill Lynch International, Banca IMI S.p.A., Barclays Bank PLC, Commerzbank Aktiengesellschaft, Credit Suisse Securities (Europe) Limited, Siebert Williams Shank & Co., LLC and SMBC Nikko Capital Markets Limited, as the underwriters. The Notes are being issued pursuant to the Indenture dated as of September 25, 2007 (the "**Base Indenture**") among TEGSA, TE Connectivity and Deutsche Bank Trust Company Americas, as Trustee (the "**Trustee**"), as supplemented by the Sixteenth Supplemental Indenture, dated as of February 14, 2020 (the "**Sixteenth Supplemental Indenture**"). The Base Indenture, as supplemented by the Sixteenth Supplemental Indenture, is collectively referred to herein as the "**Indenture**." TEGSA's obligations under the Indenture and the Notes are fully and unconditionally guaranteed by TE Connectivity and such guarantee (the "**Guarantee**") is set forth in the Indenture and evidenced by a notation on the Notes.

In so acting, we have examined originals or copies (certified or otherwise identified to our satisfaction) of (i) the Registration Statement on Form S-3 (File No. 333-228859), filed by TE Connectivity and TEGSA on December 17, 2018 (the "**Registration Statement**"); (ii) the Prospectus, dated December 17, 2018 (the "**Base Prospectus**"), which forms a part of the Registration Statement; (iii) the Prospectus Supplement, dated February 6, 2020 (the "**Prospectus Supplement**"); (iv) the Base Indenture; (v) the Sixteenth Supplemental Indenture; (vi) the Notes; (vii) the Guarantee; and (viii) such corporate records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and representatives of each of TE Connectivity and TEGSA, and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinion hereinafter set forth. We refer to the Base Prospectus as supplemented by the Prospectus Supplement as the "**Prospectus**."

In such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. We have also assumed (i) the valid existence of each of TE Connectivity and TEGSA, (ii) that each of TE Connectivity and TEGSA has the requisite corporate power and authority to enter into and perform its obligations under the Notes and the Guarantee, as applicable, (iii) the due authorization, execution and delivery of the Notes and the Guarantee by each of TE Connectivity and TEGSA, as applicable, and (iv) that the Notes have been duly authenticated by the Trustee. As to all questions of fact material to this opinion that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of each of TE Connectivity and TEGSA.

Based on the foregoing, and subject to the qualifications stated herein, we are of the opinion that:

1. The Notes constitute valid and binding obligations of TEGSA, enforceable against it in accordance with their terms.

2. The Guarantee constitutes a valid and binding obligation of TE Connectivity, enforceable against TE Connectivity in accordance with its terms.

The opinions expressed above with respect to validity, binding effect and enforceability are subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

The opinions expressed herein are limited to the laws of the State of New York, and we express no opinion as to the effect on the matters covered by this letter of the laws of any other jurisdiction.

We hereby consent to the incorporation by reference of this letter as an exhibit to the Registration Statement and to the reference to our firm under the caption "Legal Matters" in the Prospectus. In giving such consent we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission.

Very truly yours,

/s/ Weil, Gotshal & Manges LLP

Exhibit 5.2

Allen & Overy
société en commandite simple, inscrite au barreau de Luxembourg
5 avenue J.F. Kennedy L-1855 Luxembourg
Boîte postale 5017 L-1050 Luxembourg

Tel +352 4444 55 1
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frank.mausen@allenovery.com

TE Connectivity Ltd.
Mühlenstrasse 26
Ch-8200 Schaffhausen
Switzerland

Tyco Electronics Group S.A.
46 Place Guillaume II
L-1648 Luxembourg

Our ref 0087007-0000039 LU:15824664.2
Luxembourg, 14 February 2020

Tyco Electronics Group S.A. (incorporated with limited liability under the laws of the Grand Duchy of Luxembourg)

Dear Sirs,

We have acted as legal advisers in the Grand Duchy of Luxembourg (Luxembourg) to Tyco Electronics Group S.A. (the **Company**), a public limited liability company (*société anonyme*) organized under the laws of Luxembourg and registered with the Luxembourg Trade and Companies Register (the **Register**) under the number B 123.549 in connection with the proposed issue and sale to the Underwriters (as named in Schedule I of the Underwriting Agreement) of EUR 550,000,000 Senior Notes due 2025 (the **Securities**) pursuant to the terms of an underwriting agreement, dated 6 February 2020 (the **Underwriting Agreement**). The Securities will be fully and unconditionally guaranteed as to payment of principal, premium and interest (the **Guarantees**) by TE Connectivity Ltd. (the **Guarantor**). The Securities and related guarantee are to be issued pursuant to an indenture dated as of 25 September 2007 (the **Base Indenture**), as supplemented from time to time and for the last time by the sixteenth supplemental indenture dated 14 February 2020 governing the Securities (the **Sixteenth Supplemental Indenture**), among the Company, the Guarantor and Deutsche Bank Trust Company Americas, as trustee (the **Trustee**).

We are delivering this opinion letter to you in connection with the registration statement on Form S-3 pertaining to the Securities filed by the Company and the Guarantor with the Securities and Exchange Commission (the **Registration Statement**) on 14 February 2020.

We give this opinion on the basis and subject to the assumptions and qualifications set out below.

1. BASIS OF OPINION

(a) This opinion is confined to Luxembourg law as currently in force and applied. This opinion is to be construed in accordance with the laws of Luxembourg.

(b) For the purpose of giving this opinion, we have examined, to the exclusion of any other document, copies of the following documents:

(i) the form of the Securities;

(ii) an electronic copy received by e-mail of the executed Base Indenture dated 25 September 2007, as supplemented by the Sixteenth Supplemental Indenture, with respect to the Securities (collectively, the **Indenture**);

(iii) an electronic copy received by e-mail of the executed Guarantee dated 14 February 2020;

(iv) an electronic copy received by e-mail of (i) an extract of the minutes of the meeting of the board of directors of the Company held on 18 July 2007 whereby the board of directors approved the Base Indenture; (ii) an extract of the minutes of the meeting of the board of directors of the Company held on 19 September 2018; and (iii) an extract of the minutes of the meeting of the board held on 18 September 2019 whereby the board of directors authorized *inter alia* the execution, delivery and performance of the Underwriting Agreement and the Sixteenth Supplemental Indenture in connection with transactions either registered, subject to future registrations, or exempted from registration, with the US Securities and Exchange Commission (together, the **Resolutions**);

(v) a copy of the restated articles of association (*statuts coordonnés*) of the Company as of 25 January 2019 (the **Articles**);

(vi) an electronic copy received by e-mail of a certificate issued by a director of the Company dated as of 14 February 2020 (the **Director's Certificate);**

(vii) an electronic copy of an excerpt from the Register pertaining to the Company dated 13 February 2020 (the **Excerpt**); and

(viii) an electronic copy of a negative certificate (*certificat négatif*) issued by the Register dated 13 February 2020, stating that on the day immediately prior to the date of issuance of the certificate there were no records at the Register of any court order regarding, amongst others, a (i) bankruptcy adjudication against the Company, (ii) moratorium or reprieve from payment (*sursis de paiement*), (iii) controlled management (*gestion contrôlée*) or (iv) general settlement or composition with creditors (*concordat préventif de la faillite*) (the **Certificate**); and

(ix) an electronic copy received by e-mail on 26 January 2020 of the annual accounts of the Company for the period from 30 September 2017 to 28 September 2018.

In addition, on 13 February 2020, at 8:30 a.m. CEST, we checked on the internet site of the Register and did not detect (i) actions for a voluntary or compulsory liquidation of the Company and/or (ii) steps to appoint a liquidator or a similar officer over or to wind up the Company at that date and time on record on the internet site of the Register (the **Search**).

Terms defined in the Underwriting Agreement and used herein, but not otherwise defined herein, have the meanings ascribed thereto in the Underwriting Agreement. The items described in paragraphs 1.(b) (i), (ii) and (iii) above, together with the Securities, will hereinafter each be referred to as an **Opinion Document** and collectively as the **Opinion Documents**.

2. ASSUMPTIONS

For the purpose of this legal opinion, we have assumed with your consent and we have not verified independently:

2.1 the genuineness of all signatures, stamps and seals, the completeness and conformity to the originals of all the documents submitted to us as certified, photostatic, faxed or e-mailed copies or specimens and the authenticity of the originals of such documents and that the individuals purported to have signed, have in fact signed (and had the general legal capacity to sign) these documents;

2.2 that where documents have been examined by us in draft, extract or specimen form, such documents will be or have been executed in the form of that draft, extract or specimen;

2.3 that all factual matters and statements relied upon or assumed herein are true and were true and complete on the date of execution of the Opinion Documents (and any document in connection therewith);

2.4 that each Opinion Document has been executed by such person(s) as specified in the Resolutions;

2.5 that the entry into, and performance by the Company under the Opinion Documents will materially benefit the Company and are in its best interest and for its corporate benefit;

2.6 that all the parties to the Opinion Documents (other than the Company) are companies duly organized, incorporated and validly existing in accordance with the laws of the jurisdictions of their respective incorporation and/or their place of effective management, that in respect of all the parties to the Opinion Documents (other than the Company), no steps have been taken pursuant to any insolvency, bankruptcy, liquidation or equivalent proceedings to appoint an administrator, bankruptcy receiver or liquidator over the respective parties or their assets and that no voluntary or judicial winding-up or liquidation of such parties has been resolved or become effective at the date hereof. In respect of the Company, we refer to the Certificate;

2.7 the due and valid authorization, execution, delivery and, with respect to the Securities, effectuation, of each Opinion Document (and any document in connection therewith) by all the parties thereto (other than the Company), as well as the power, authority, capacity and legal right of all the parties thereto (other than the Company) to enter into, execute, deliver and perform their respective obligations thereunder, and compliance with all applicable laws and regulations, other than Luxembourg law;

2.8 that all authorizations, approvals and consents of any country other than Luxembourg which may be required in connection with the execution, delivery, effectuation and performance of each Opinion Document (and any other documents in connection therewith) have been or will be obtained and that all internal corporate or other authorization procedures by each party (other than the Company) for the execution by it of each Opinion Document (or any document in connection therewith) to which it is expressed to be a party, have been duly fulfilled;

2.9 that the place of the central administration (*siège de l'administration centrale*) and the centre of main interests (as such terms are defined in the Regulation (EU) No 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings, as amended (the **European Insolvency Regulation**)) of the Company are located at the place of its registered office (*siège statutaire*) in Luxembourg;

2.10 that the Opinion Documents are legally valid, binding and enforceable under their governing laws;

2.11 that the Opinion Documents are entered into and performed by the parties thereto in good faith and without any intention of fraud or intention to deprive of any legal benefit any persons (including for the avoidance of doubt third parties) or to circumvent any applicable mandatory laws or regulations of any jurisdiction (including without limitation any tax laws);

2.12 that there are no provisions of the laws of any jurisdiction outside Luxembourg which would adversely affect, or otherwise have any negative impact on, the opinions expressed in this legal opinion;

2.13 that all conditions precedent to the effectiveness of each Opinion Document have been satisfied and that therefore such Opinion Documents are in full force and effect as against the parties thereto;

2.14 that any representation, warranty or statement of fact or law, other than as to the laws of Luxembourg, made in each Opinion Document is true, accurate and complete in all respects material to this opinion;

2.15 that the Resolutions are in full force and effect, have not been amended or rescinded since the date referred to in paragraph 1. (b) (iv) above, either in whole or in part, and that the version reviewed by us accurately record the resolutions passed by the board of directors of the Company and that the Resolutions will materially benefit the Company and have been taken in the best interest, and for the corporate benefit of, the Company;

2.16 that the Articles have not been amended or revoked since the date referred to in paragraph 1. (b) (v) above; and

2.17 that the meetings of the board of directors held on 18 July 2007, 19 September 2018 and 18 September 2019 mentioned in paragraph 1. (b) (iv) were duly convened and duly held.

3. OPINION

Subject to the assumptions made above and the qualifications set out below and to any matters not disclosed to us, we are of the opinion that under the laws of Luxembourg in effect, and as published, construed and applied by the Luxembourg courts in published Luxembourg court decisions, on the date hereof:

3.1 The Company is a public limited liability company (*société anonyme*) duly incorporated and validly existing under the laws of Luxembourg for an unlimited duration, with corporate power and authority under the laws of Luxembourg to own and operate its properties and to enter into and perform its obligations under each Opinion Document.

3.2 The Company has the corporate power and authority under the laws of Luxembourg to enter into, execute and deliver the Opinion Documents and to perform its obligations thereunder.

3.3 The Opinion Documents have been duly authorised, executed and delivered on behalf of the Company.

4. QUALIFICATIONS

The foregoing opinion is subject to the following qualifications.

4.1 Insolvency

The opinions expressed herein are subject to, and may be affected or limited by, the provisions of any applicable bankruptcy, insolvency, liquidation, moratorium or reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*), general settlement or composition with creditors (*concordat préventif de la faillite*), reorganization proceedings or similar Luxembourg or foreign laws affecting the rights of creditors generally.

4.2 Bankruptcy, winding-up and similar actions

(1) A search at the Register is not capable of conclusively revealing whether a (and the Certificate does not constitute conclusive evidence that no) winding-up resolution or petition, or an order adjudicating or declaring a, or a petition or filing for, bankruptcy or reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*), composition with creditors (*concordat préventif de la faillite*) order or similar action has been adopted or made.

(2) The corporate documents of, and the relevant court orders affecting, a Luxembourg company (including, but not limited to, the notice of a winding-up order or resolution, notice of the appointment of a receiver or similar officer) may not be held at the Register immediately and there may be a delay in the relevant notice appearing on the files regarding the relevant party. Further, documents filed with the Register may have been mislaid or lost. In accordance with Luxembourg company law, changes or amendments to corporate documents to be filed at the Register will be effective (*opposable*) vis-à-vis third parties only as of the day of their publication in the Luxembourg official gazette (*Mémorial C, Recueil des Sociétés et Associations* or *RESA, Recueil électronique des sociétés et associations,* as applicable) unless the company proves that the relevant third parties had prior knowledge thereof.

4.3 Luxembourg legal concepts and language differences

Luxembourg legal concepts are expressed in English terms and not in their original French or German terms. The concepts concerned may not be identical to the concepts described by the same English terms as they exist under the laws of other jurisdictions. It should be noted that there are always irreconcilable differences between languages making it impossible to guarantee a totally accurate translation or interpretation.

In particular, there are always some legal concepts which exist in one jurisdiction and not in another, and in those cases it is bound to be difficult to provide a completely satisfactory translation or interpretation because the vocabulary is missing from the language. We accept no responsibility for omissions or inaccuracies to the extent that any are attributable to such factors.

5. This opinion is as of this date and we undertake no obligation to update this opinion or advise of changes hereafter occurring. We express no opinion as to any matters other than those expressly set forth herein, and no opinion is, or may be, implied or inferred herefrom. We express no opinion on any economic, financial or statistical information (including formulas determining payments to be made) contained in the Opinion Documents (or any document in connection therewith).

6. This legal opinion is given on the express basis, accepted by each person who is entitled to rely on it, that this legal opinion and all rights, obligations or liability in relation to it are governed by, and shall be construed in accordance with, Luxembourg law and that any action or claim in relation to it can only be brought before the courts of Luxembourg.

7. Any person who is entitled to, and does, rely on this opinion agrees, by so relying, that, to the fullest extent permitted by law and regulation (and except in the case of wilful misconduct or fraud) there is no assumption of personal duty of care by, and such person will not bring any claim against, any individual who is a partner of, member of, employee of or consultant to Allen & Overy, société en commandite simple, Allen & Overy LLP or any other member of the group of Allen & Overy undertakings and that such person will instead confine any claim to Allen & Overy, société en commandite simple, Allen & Overy LLP or any other member of the group of Allen & Overy undertakings (and for this purpose "claim" means (save only where law and regulation applies otherwise) any claim, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise).

This opinion is given for your benefit only. It may not be relied upon by or disclosed to any other person, quoted, referred to or otherwise used (save as required by law) without our prior written consent, save that it may be included as exhibit 5.2 to the Registration Statement.

Yours faithfully

/s/ Frank Mausen

Allen & Overy
Frank Mausen*
Partner
Avocat à la Cour

* This document is signed on behalf of Allen & Overy, a société en commandite simple, registered on list V of the Luxembourg bar. The individual signing this document is a qualified lawyer representing this entity.

Exhibit 5.3

TE Connectivity Ltd
Mühlenstrasse 26
CH-8200 Schaffhausen
Switzerland

Tyco Electronics Group S.A.
46 Place Guillaume II
L-1648 Luxembourg

Zurich, 14 February 2020

Dear Sir or Madam

This opinion is being rendered at the request of TE Connectivity Ltd. (the "**Guarantor**") in connection with the registration statement on Form S-3 (the "**Registration Statement**") of the Guarantor and Tyco Electronics Group S.A. (the "**Company**") filed with the U.S. Securities and Exchange Commission (the "**SEC**"). This opinion as to Swiss law is issued in connection with the offering by the Company of an aggregate of EUR 550,000,000 principal amount of its 0.000% Senior Notes due 2025 (the "**2025 Notes**" or the "**Securities**"). The Securities will be fully and unconditionally guaranteed as to payment of principal, premium, if any, and interest by the Guarantor, a Swiss company. The 2025 Notes and related guarantee are issued pursuant to the Indenture, dated as of September 25, 2007 (the "**Base Indenture**") among the Company, the Guarantor and Deutsche Bank Trust Company Americas, as trustee (the "**Trustee**"), as supplemented by the sixteenth supplemental indenture governing the 2025 Notes, dated as of February 14, 2020 (the "**Sixteenth Supplemental Indenture**").

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1 Documents Examined

For the purpose of this opinion we have reviewed and relied upon the following documents (the "**Documents**"):

a) a copy of the excerpt from the commercial register of the Canton of Schaffhausen in relation to the Guarantor certified by such commercial register to be up-to-date as at February 7, 2020;

b) a copy of the articles of association of the Guarantor dated March 14, 2018, certified by the commercial register of the Canton of Schaffhausen to be up-to-date as at February 7, 2020 (the "**Articles of Association**");

c) a copy of the signed secretary's certificate of the Guarantor dated February 14, 2020 including, among other things a copy of the Organizational Regulations dated as of March 4, 2015 and copies of resolutions adopted by the board of directors of the Guarantor on July 10, 2007, September 13, 2018 and September 12, 2019, respectively (the "**Resolutions**");

d) a copy of the signed underwriting agreement between the Company, the Guarantor and BNP Paribas, Goldman Sachs & Co. LLC, Citigroup Global Markets Limited, Merrill Lynch International, Banca IMI S.p.A., Barclays Bank PLC, Commerzbank Aktiengesellschaft, Credit Suisse Securities (Europe) Limited, Siebert Williams Shank & Co., LLC and SMBC Nikko Capital Markets Limited, dated February 6, 2020 (the "**Underwriting Agreement**");

e) a copy of the signed Base Indenture;

f) a copy of the signed Sixteenth Supplemental Indenture;

g) a copy of the signed guarantee with respect to the 2025 Notes, dated February 14, 2020 as set forth in Exhibit A to the Sixteenth Supplemental Indenture (the "**Guarantee**", and the Guarantee together with the Underwriting Agreement, the Base Indenture and the Sixteenth Supplemental Indenture, the "**Subject Agreements**"); and

h) a copy of each of the pricing prospectus and the final prospectus relating to the offering and listing of the Securities (together, the "**Prospectus**").

Unless otherwise defined herein, capitalised terms have the meanings assigned to them in the Underwriting Agreement.

2 Assumptions

In stating our opinion we have assumed:

a) the authenticity, accuracy and completeness of the Documents and other documentation examined by us submitted to us as originals and the conformity to the authentic documents of all Subject Agreements and other such documentation submitted to us as certified, conformed, notarised, faxed or photostatic copies;

b) that each of the Documents and other such documentation which was received by electronic means is complete, intact and in conformity with the transmission as sent;

c) the genuineness of all signatures on the Subject Agreements;

d) the authority, capacity and power of each of the persons signing the Subject Agreements (other than the Guarantor in respect of the Subject Agreements);

e) that any representation, warranty or statement of fact or law, other than as to the laws of Switzerland, made in any of the Documents is true, accurate and complete;

f) that the Subject Agreements constitute the legal, valid and binding obligations of each of the parties thereto, other than the Guarantor, under the laws of its jurisdiction of incorporation or its jurisdiction of formation;

g) that the Subject Agreements have been validly authorised, executed and delivered by each of the parties thereto, other than the Guarantor, and the performance thereof is within the capacity and powers of each such party thereto, and that each such party to which the Guarantor purportedly delivered the Subject Agreements has actually received and accepted delivery of such Subject Agreements;

h) that the Resolutions are in full force and effect, have not been rescinded, either in whole or in part, and accurately record the resolutions passed by the Board of Directors of the Guarantor in a meeting which was duly convened and at which a duly constituted quorum was present and voting throughout and that there is no matter affecting the authority of the Directors to effect entry by the Guarantor into the Subject Agreements, not disclosed by the Articles of Association or the Resolutions, which would have any adverse implication in relation to the opinions expressed herein;

i) that the Guarantor has entered into its obligations under the Subject Agreements in good faith for the purpose of carrying on its business and that, at the time it did so, there were reasonable grounds for believing that the transactions contemplated by the Subject Agreements would benefit the Guarantor;

j) that all parties entered into the Subject Agreements for *bona fide* commercial reasons and at arm's length terms;

k) that none of the parties to the Subject Agreements has passed a voluntary winding-up resolution, no petition has been presented or order made by a court for the winding-up, dissolution, bankruptcy or administration of any party, and that no receiver, trustee in bankruptcy, administrator or similar officer has been appointed in relation to any of the parties or any of their assets or revenues it being noted that we are not aware of any of the foregoing having occurred by the date of this Opinion in respect of the Guarantor.

3 Opinion

Based upon and subject to the foregoing and subject to the reservations set out below and to any matters not disclosed to us, we are of the opinion that:

a) The Guarantor is a corporation duly organised and validly existing under the laws of Switzerland.

b) The Guarantor has the full corporate power and authority to execute, deliver and perform the Guarantee.

c) The Guarantor has taken all necessary corporate actions to authorize, execute and deliver the Guarantee and has validly signed the Guarantee in the form referred to in Section 1.

4 Qualifications

The opinions set out in Section 3 above are subject to the following qualifications:

a) We express no opinion as to any law other than Swiss law and none of the opinions expressed herein relates to compliance with or matters governed by the laws of any jurisdiction except Switzerland. This opinion is limited to Swiss law as applied by the courts of Switzerland at the date hereof.

b) Where an obligation is to be performed in a jurisdiction other than Switzerland, the courts of Switzerland may refuse to enforce it to the extent that such performance would be illegal under the laws of, or contrary to public policy of, such other jurisdiction.

c) We express no opinion as to the validity, binding effect or enforceability of any provision incorporated into any of the Subject Agreements by reference to a law other than that of Switzerland, or as to the availability in Switzerland of remedies which are available in other jurisdictions.

d) We have been retained as special Swiss legal counsel to the Guarantor to advise on legal aspects (but not tax aspects) of the transaction contemplated by the Subject Agreements and the Prospectus and therefore we express no opinion on tax or accounting matters in relation to the transactions contemplated by the Subject Agreements, the Securities or the Prospectus.

e) Where a person is vested with a discretion or may determine a matter in his or its opinion, such discretion may have to be exercised reasonably or such an opinion may have to be based on reasonable grounds.

f) In this opinion, Swiss legal concepts are expressed in English terms and not in their original Swiss language; the concepts concerned may not be identical to the concepts described by the same English terms as they exist under the laws of other jurisdictions; this opinion may, therefore, only be relied upon on the condition that any issues of interpretation or liability arising hereunder will be governed by Swiss law and be brought before a Swiss court.

This opinion speaks as of its date and is strictly limited to the matters stated herein and we assume no obligation to review or update this opinion if applicable law or the existing facts or circumstances should change. This opinion is governed by and is to be construed in accordance with Swiss law. It is given on the basis that it will not give rise to any legal proceedings with respect thereto in any jurisdiction other than Switzerland.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the U.S. Securities Act of 1933, as amended, or the rules and regulations of the SEC promulgated thereunder.

Bär & Karrer

Yours faithfully

/s/ Bär & Karrer AG

NEWS RELEASE

TE Connectivity Announces Pricing of €550 Million 0.000% Senior Notes Offering

SCHAFFHAUSEN, Switzerland, Feb. 6, 2020 – TE Connectivity Ltd. (NYSE: TEL) ("TE Connectivity") today announced that its wholly-owned subsidiary, Tyco Electronics Group S.A. ("TEGSA"), has priced an offering of €550 million aggregate principal amount of its 0.000% senior notes due 2025.

The offer is being made pursuant to an effective registration statement filed by TE Connectivity and TEGSA on December 17, 2018, which includes a prospectus, and a prospectus supplement dated February 6, 2020.

The €550 million senior notes due 2025 will be issued at a price of 99.338% and will have a stated interest rate of 0.000% per year, payable annually.

TE Connectivity intends to use the net proceeds of this offering for general corporate purposes.

BNP Paribas, Goldman Sachs & Co. LLC, Citigroup Global Markets Limited and Merrill Lynch International are joint book-running managers for this offering, which is expected to close on February 14, 2020.

A copy of the base prospectus in the registration statement or the prospectus supplement for the offering can be obtained from the Securities and Exchange Commission's website at www.sec.gov, or from BNP Paribas, 10 Harewood Avenue, London NW1 6AA, United Kingdom, Attention: Fixed Income Syndicate, or by calling toll free 1-800-854-5674, or by emailing dl.newyorksyndicateigcorporates@us.bnpparibas.com, or from Goldman Sachs & Co. LLC, Attention: Prospectus Department, 200 West Street, New York, NY 10282, by calling toll free 1-866-471-2526, or by emailing prospectus-ny@ny.email.gs.com, or from Citigroup Global Markets Limited, 1155 Long Island Avenue, Edgewood, NY 11717, Attention: Broadridge Financial Solutions, or by calling toll free 1-800-831-9146, or by emailing prospectus@citi.com, or from Merrill Lynch International, 2 King Edward Street, London EC1A 1HQ, United Kingdom, Attention: Syndicate Desk, or by calling toll free 1-800-294-1322.

This announcement does not constitute an offer to sell or the solicitation of offers to buy any security and shall not constitute an offer, solicitation, or sale of any security in any jurisdiction in which such offer, solicitation, or sale would be unlawful.

FORWARD-LOOKING STATEMENTS

This release contains certain "forward-looking statements" within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. These statements are based on management's current expectations and are subject to risks, uncertainty and changes in circumstances, which may cause actual results, performance, financial condition or achievements to differ materially from anticipated results, performance, financial condition or achievements. All statements contained herein that are not clearly historical in nature are forward-looking and the words "anticipate," "believe," "expect," "estimate," "plan," and similar expressions are generally intended to identify forward-looking statements. We have no intention and are under no obligation to update or alter (and expressly disclaim any such intention or obligation to do so) our forward-looking statements whether as a result of new information, future events or otherwise, except to the extent required by law. The forward-looking statements in this release include statements addressing our future financial condition and operating results. Examples of factors that could cause actual results to differ materially from those described in the forward-looking statements include, among others, business, economic, competitive and regulatory risks, such as conditions affecting demand for products, particularly in the automotive and data and devices industries; competition and pricing pressure; fluctuations in foreign currency exchange rates and commodity prices; natural disasters and political, economic and military instability in countries in which we operate; developments in the credit markets; future goodwill impairment; compliance with current and future environmental and other laws and regulations; and the possible effects on us of changes in tax laws, tax treaties and other legislation, including the effects of Swiss tax reform. More detailed information about these and other factors is set forth in TE Connectivity Ltd.'s Annual Report on Form 10-K for the fiscal year ended Sept. 27, 2019 as well as in our Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other reports filed by us with the U.S. Securities and Exchange Commission.

ABOUT TE CONNECTIVITY

TE Connectivity Ltd. (NYSE: TEL) is a $13 billion global industrial technology leader creating a safer, sustainable, productive, and connected future. Our broad range of connectivity and sensor solutions, proven in the harshest environments, enable advancements in transportation, industrial applications, medical technology, energy, data communications, and the home. With nearly 80,000 employees, including more than 8,000 engineers, working alongside customers in approximately 150 countries, TE ensures that EVERY CONNECTION COUNTS.

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