

MASTER INSTRUCTIONS AND CERTIFICATIONS

FOR

DEPOSITS OF NOTES [SECTION A]

FOR

WITHDRAWALS OF NOTES [SECTION B]

FOR

TRANSFERS OF CERTIFICATED GDNs [SECTION C]

UNSPONSORED INTERNATIONAL GDNs

ISSUED BY

THE REPUBLIC OF ZAMBIA

(Please complete the applicable boxes below)

Description of Applicable International Global Depositary Notes and Related Notes				
Please check one	International Global Depositary Note Common Code:	Description of Notes:	ISIN No. for Notes:	Maturity Date:
<input type="checkbox"/>	212418790	12.00% Zambian Kwacha denominated Bonds – Series 7YR	ZM1000003898	July 4, 2025
<input type="checkbox"/>	266241941	11.00% Zambian Kwacha denominated Bonds – Series 5YR	ZM1000004656	January 25, 2026
<input type="checkbox"/>	286332986	10.00% Zambian Kwacha denominated Bonds – Series 3Y	ZM1000005786	June 26, 2026
<input type="checkbox"/>	266242085	11.00% Zambian Kwacha denominated Bonds – Series 5Y	ZM1000004839	June 28, 2026
<input type="checkbox"/>	988895AH1	13.00% Zambian Kwacha denominated Bonds – Series 10YR (Clearing through DTC)	ZM1000002999	August 29, 2026

☐	279449134	11.00% Zambian Kwacha denominated Bonds – Series 5Y	ZM1000004953	September 20, 2026
☐	296545929	10.00% Zambian Kwacha denominated Bonds – Series 3Y	ZM1000005992	November 27, 2026
☐	279449193	13.00% Zambian Kwacha denominated Bonds – Series 10YR	ZM1000003112	December 5, 2026
☐	266245220	11.00% Zambian Kwacha denominated Bonds – Series 5Y	ZM1000005075	December 27, 2026
☐	181314923	13.00% Zambian Kwacha denominated Bonds – Series 10YR	ZM1000003351	December 18, 2027
☐	280375535	12.00% Zambian Kwacha denominated Bonds – Series 7Y	ZM1000004730	March 22, 2028
☐	264089417	12.00% Zambian Kwacha denominated Bonds – Series 7YR	ZM1000004763	May 3, 2028
☐	264089158	12.00% Zambian Kwacha denominated Bonds – Series 7YR	ZM1000004797	May 31, 2028
☐	266242174	12.00% Zambian Kwacha denominated Bonds – Series 7Y	ZM1000004847	June 28, 2028
☐	285612659	11.00% Zambian Kwacha denominated Bonds – Series 5Y	ZM1000005794	June 28, 2028
☐	266245122	12.00% Zambian Kwacha denominated Bonds – Series 7Y	ZM1000004912	August 30, 2028
☐	266245165	12.00% Zambian Kwacha denominated Bonds – Series 7Y	ZM1000005034	November 29, 2028
☐	280375594	12.00% Zambian Kwacha denominated Bonds – Series 7Y	ZM1000005158	February 21, 2029
☐	280375802	12.00% Zambian Kwacha denominated Bonds – Series 7Y	ZM1000005844	July 24, 2030
☐	266242298	13.00% Zambian Kwacha denominated Bonds – Series 10Y	ZM1000004672	January 25, 2031

<input type="checkbox"/>	304280760	14.00% Zambian Kwacha denominated Bonds – Series 15YR	ZM1000002940	May 23, 2031
<input type="checkbox"/>	285613396	13.00% Zambian Kwacha denominated Bonds – Series 10Y	ZM1000004854	June 28, 2031
<input type="checkbox"/>	270780687	13.00% Zambian Kwacha denominated Bonds – Series 10Y	ZM1000004979	September 20, 2031
<input type="checkbox"/>	275047007	13.00% Zambian Kwacha denominated Bonds – Series 10Y	ZM1000005091	December 27, 2031
<input type="checkbox"/>	270780733	13.00% Zambian Kwacha denominated Bonds – Series 10Y	ZM1000005455	September 19, 2032
<input type="checkbox"/>	275046639	13.00% Zambian Kwacha denominated Bonds – Series 10Y	ZM1000005570	December 27, 2032
<input type="checkbox"/>	181314974 (ISE)	14.00% Zambian Kwacha denominated Bonds – Series 15YR	ZM1000003872	April 23, 2033
<input type="checkbox"/>	281910647	13.00% Zambian Kwacha denominated Bonds – Series 10Y	ZM1000005810	June 26, 2033
<input type="checkbox"/>	277495554	13.00% Zambian Kwacha denominated Bonds – Series 10Y	ZM1000005901	August 21, 2033
<input type="checkbox"/>	286553621	13.00% Zambian Kwacha denominated Bonds – Series 10Y	ZM1000006024	November 27, 2033
<input type="checkbox"/>	280375870	24.97% Zambian Kwacha denominated Bonds – Series 10Y	ZM1000006172	February 19, 2034
<input type="checkbox"/>	279449088	14.00% Zambian Kwacha denominated Bonds – Series 15Y	ZM1000005851	July 24, 2038
<input type="checkbox"/>	280376019	26.50% Zambian Kwacha denominated Bonds – Series 15Y	ZM1000006123	January 22, 2039

AND

Please Check one	Please complete and sign appropriate section
<input type="checkbox"/> Deposit	SECTION A - MASTER DEPOSIT INSTRUCTIONS AND CERTIFICATIONS

	[Please read, complete and sign Section A, below]
<input type="checkbox"/> Withdrawal	SECTION B - MASTER WITHDRAWAL INSTRUCTIONS AND CERTIFICATIONS [Please read, complete and sign Section B, below]
<input type="checkbox"/> Transfer	SECTION C - MASTER TRANSFER INSTRUCTIONS AND CERTIFICATIONS [<i>CERTIFICATED GDNs ONLY</i>] [Please read, complete and sign Section C, below]

SECTION A - MASTER DEPOSIT INSTRUCTIONS AND CERTIFICATIONS

Citibank, N.A., as Depositary
Depositary Receipts Operations
388 Greenwich Street
New York, New York 10013

Dear Sirs:

Reference is hereby made to the International Un-sponsored Global Depositary Receipt (“International GDR”) evidencing the International Un-sponsored Global Depositary Notes (“International GDNs”) checked above and to be issued to represent the corresponding Notes identified above (the “Notes”), of the Republic of Zambia (the “Issuer”) that we have deposited with the Custodian. Capitalized terms used but not defined herein shall have the meanings given to them in the Terms and Conditions of the International GDNs (the “Terms and Conditions”). A copy of the Terms and Conditions is available upon request from the Depositary.

These deposit instructions and certifications are being furnished in connection with our deposit of Notes and our request to the Depositary to issue International GDNs.

A. We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that the International GDNs and the Notes represented thereby have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”) or with any securities regulatory authority in any state or other jurisdiction in the United States and that the International GDNs and the Notes represented thereby are, subject to the limitations on offer, sale, pledge or other transfer described in the International GDR and in the legends reproduced below.

B. We certify that either:

(a) We are, or at the time the Notes are deposited and at the time the International GDNs are issued will be, the Beneficial Owner of the Notes and of the International GDNs being issued, and:

(i) we are not a “U.S. Person” (as defined in Regulation S under the Securities Act (“Regulation S”) and hereinafter used as so defined), we are located outside the United States (within the meaning of Regulation S) and acquired, or have agreed to acquire and will have acquired, the Notes to be deposited in an offshore transaction (within the meaning of Regulation S); and

(ii) we are not the Issuer or an “Affiliate” (as such term is defined in Regulation C under the Securities Act and hereinafter used as so defined) of the Issuer, or if we are acting on behalf of the Beneficial Owner, such Beneficial Owner is not the Issuer and has confirmed to us that it is not an “Affiliate” of the Issuer and that it is not acting on behalf of the Issuer or an “Affiliate” of the Issuer; and

(iii) we are not in the business of buying and selling securities or, if we are in such business, we were not retained by the Issuer or any “Affiliate” thereof to distribute the Notes on behalf of the Issuer or any “Affiliate” thereof, and we

SECTION A - MASTER DEPOSIT INSTRUCTIONS AND CERTIFICATIONS

acquired the Notes as, or on behalf of, a person other than a “U.S. Person” (as defined in Regulation S); and

(iv) we are not a Zambian person or entity and we are not residing or located in Zambia and, if we are acting on behalf of the Beneficial Owner, such Beneficial Owner has confirmed to us that it is not a Zambian person or entity and is not residing or located in Zambia; and

(v) we acquired the Notes being deposited in the open market in Zambia and we have not acquired the Notes being deposited with a view of distributing the International GDNs in Zambia, to any Zambian person or entity, or to any person or entity residing or located in Zambia.

OR

(b) We are a broker-dealer acting on behalf of our customer; our customer has confirmed to us that it is, or at the time the Notes are deposited and at the time the International GDNs are issued will be, the Beneficial Owner of the Notes and of the International GDNs, and:

(i) it is not a U.S. Person (as defined in Regulation S), it is located outside the United States (within the meaning of Regulation S) and acquired, or has agreed to acquire and will have acquired, the Notes to be deposited in an offshore transaction (within the meaning of Regulation S),

(ii) it is not the Issuer or an “Affiliate” of the Issuer, or if it is acting on behalf of the Beneficial Owner, such person is not the Issuer and has confirmed to it that such person is not an “Affiliate” of the Issuer and that it is not acting on behalf of the Issuer or an “Affiliate” of the Issuer, and

(iii) it is not in the business of buying and selling securities or, if it is in such business, it was not retained by the Issuer or any “Affiliate” thereof to distribute the Notes on behalf of the Issuer or any “Affiliate” thereof, and it acquired the Notes as, or on behalf of, a person other than a “U.S. Person” (as defined in Regulation S), and

(iv) it is not a Zambian person or entity and it is not residing or located in Zambia and, if we are acting on behalf of the Beneficial Owner, such Beneficial Owner has confirmed to us that it is not a Zambian person or entity and is not residing or located in Zambia; and

(v) it acquired the Notes being deposited in the open market in Zambia and it has not acquired the Notes being deposited directly from the Issuer with a view of distributing the International GDNs in Zambia, to any Zambian person or entity, or to any person or entity residing or located in Zambia.

SECTION A - MASTER DEPOSIT INSTRUCTIONS AND CERTIFICATIONS

C. We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that the International GDNs and the Notes represented thereby may not be offered, sold, pledged or otherwise transferred except in an “offshore transaction” meeting the requirements of Regulation S under the Securities Act to a person other than a U.S. Person (as defined in Regulation S).

D. We further acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that if the International GDNs or the Notes are sold or otherwise transferred to a Qualified Institutional Buyer (as defined in Rule 144A under the Securities Act, “Rule 144A”) in a transaction meeting the requirements of Rule 144A, prior to settlement of such sale, the International GDNs will need to be presented to the Depositary for cancellation and for the Notes represented thereby to be withdrawn in accordance with the Terms and Conditions of the International GDNs and instructions will need to be given to the Depositary to deliver such Notes to the Custodian for deposit and issuance of Restricted Global Depositary Notes by the Depositary (to the extent available) upon receipt of the proper certification on behalf of the purchaser and otherwise in accordance with the terms and conditions of such Restricted Global Depositary Notes.

E. We acknowledge and, if we are a broker-dealer acting on behalf of the Beneficial Owner, such Beneficial Owner acknowledges that the International GDRs, and the International GDNs evidenced thereby, have not been registered with, or approved by, any securities regulators in Zambia and, consequently, we agree and, if we are a broker-dealer acting on behalf of the Beneficial Owner, such Beneficial Owner agrees not to offer, sell or transfer them in Zambia, or to any Zambian person or entity or to any person or entity residing or located in Zambia.

F. We acknowledge and, if we are a broker-dealer acting on behalf of the Beneficial Owner, such Beneficial Owner acknowledges that the Depositary may request us to provide information regarding our identity, the capacity in which we hold or held the International GDNs or own or owned such interest, the identity of any other persons then or previously having an interest in the International GDNs, the nature of such interest and to furnish such other information as the Depositary may consider appropriate. We and, if we are a broker-dealer acting on behalf of the Beneficial Owner, such Beneficial Owner hereby (i) agree(s) to provide any information so requested by the Depositary and (ii) waive(s) the protections afforded under any and all bank secrecy laws as to the information provided to the Depositary and consent(s) to the disclosure of any such information to the Issuer, the Depositary, the Custodian and any regulatory authority having jurisdiction over the Issuer, the Depositary or the Custodian. Furthermore, we acknowledge and, if we are a broker-dealer acting on behalf of the Beneficial Owner, such Beneficial Owner acknowledges that the Depositary may withhold the issuance, registration, transfer or cancellation of any International GDNs, the release of Deposited Securities and the distribution of cash, securities or property if we fail to provide such information.

G. We acknowledge and, if we are a broker-dealer acting on behalf of the Beneficial Owner, such Beneficial Owner acknowledges that the Issuer is not a party to the International GDRs and has not entered into any agreement with the Depositary for the issuance of International GDNs. We understand and, if we are a broker-dealer acting on behalf of the Beneficial Owner,

SECTION A - MASTER DEPOSIT INSTRUCTIONS AND CERTIFICATIONS

such Beneficial Owner understands that the Issuer has not assumed any responsibilities to Holders or Beneficial Owners, the Depositary or the Custodian in respect of the International GDNs.

H. We acknowledge that the Issuer is not a party to the International GDRs and has not entered into any agreement with the Depositary for the issuance of International GDNs. We understand that the Issuer has not assumed any responsibilities to Holders and Beneficial Owners, the Depositary or the Custodian in respect of the International GDNs.

I. We hereby request that the Depositary issue International GDNs in respect of the Notes that we have deposited with the Custodian. We agree to pay for all fees, taxes and expenses that pertain to the issuance of the International GDNs in respect of the Notes we have deposited.

J. If any such acknowledgements, agreements, certifications, instructions, representations or warranties are false or incorrect in any way, (x) the Depositary shall be authorized, at the cost and expense of the undersigned, to take any and all actions necessary to correct the consequences thereof, and (y) the undersigned shall indemnify and hold harmless the Depositary and its agents for any and all losses, liabilities, costs, expenses (including, without limitation, fees and expenses of counsel), claims, damages and taxes of any kind, incurred as a result thereof.

Very truly yours,

Name:

By: _____
Name:
Title:
Date:

LEGENDS

SECURITIES ACT LEGEND

THIS INTERNATIONAL GDR (AS DEFINED IN THE TERMS AND CONDITIONS OF THE INTERNATIONAL UNSPONSORED GLOBAL DEPOSITARY NOTES (THE “TERMS AND CONDITIONS”)), THE INTERNATIONAL GDNs (AS DEFINED IN THE TERMS AND CONDITIONS) EVIDENCED HEREBY AND THE DEPOSITED PROPERTY (AS DEFINED IN THE TERMS AND CONDITIONS) REPRESENTED THEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY JURISDICTION (OTHER THAN, IN THE CASE OF THE DEPOSITED PROPERTY, IN ZAMBIA). THE INTERNATIONAL GDNs AND THE DEPOSITED SECURITIES (AS DEFINED IN THE TERMS AND CONDITIONS)

SECTION A - MASTER DEPOSIT INSTRUCTIONS AND CERTIFICATIONS

REPRESENTED THEREBY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED OR DELIVERED EXCEPT IN AN “OFFSHORE TRANSACTION” MEETING THE REQUIREMENTS OF REGULATION “S” UNDER THE SECURITIES ACT (“REGULATION S”) TO A PERSON OTHER THAN A “U.S. PERSON” (WITHIN THE MEANING GIVEN TO SUCH TERMS IN REGULATION S) AND, IN EACH CASE, IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES OF AMERICA AND OTHER APPLICABLE JURISDICTIONS.

IF ANY OWNER OF THE INTERNATIONAL GDNs WISHES TO TRANSFER INTERESTS THEREIN OR IN THE NOTES REPRESENTED THEREBY TO A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, SUCH OWNER WILL NEED TO ARRANGE FOR THE INTERNATIONAL GDNs TO BE PRESENTED TO THE DEPOSITARY FOR CANCELLATION AND WITHDRAWAL OF THE CORRESPONDING NOTES AND MAKE ARRANGEMENTS FOR THE DEPOSIT OF SUCH NOTES AND THE ISSUANCE OF RESTRICTED UNSPONSORED GLOBAL DEPOSITARY NOTES (TO THE EXTENT AVAILABLE) WITH THE DEPOSITARY FOR THE RESTRICTED UNSPONSORED GLOBAL DEPOSITARY NOTES.

THIS INTERNATIONAL GDR AND THE INTERNATIONAL GDNs EVIDENCED HEREBY WILL NOT BE ACCEPTED FOR CANCELLATION AND WITHDRAWAL OF DEPOSITED PROPERTY, AND THE DEPOSITED PROPERTY WILL NOT BE RELEASED FROM DEPOSIT, UNLESS THE DEPOSITARY SHALL HAVE RECEIVED, IN ADDITION TO THE OTHER DOCUMENTATION CONTEMPLATED IN THE TERMS AND CONDITIONS, A WITHDRAWAL CERTIFICATION (AS DEFINED IN THE TERMS AND CONDITIONS) DULY COMPLETED, SIGNED AND DELIVERED ON BEHALF OF THE BENEFICIAL OWNER(S) OF THE APPLICABLE INTERNATIONAL GDNs.

EACH HOLDER AND BENEFICIAL OWNER OF THE INTERNATIONAL GDNs EVIDENCED BY THIS INTERNATIONAL GDR AGREES THAT IT WILL (X) INFORM ANY SUBSEQUENT PURCHASER OF SUCH INTERNATIONAL GDNs OF THE RESTRICTIONS SET FORTH IN THIS LEGEND AND (Y) REQUEST ANY SUBSEQUENT PURCHASER TO SO INFORM ANY PERSON TO WHOM IT MAY SELL THE INTERNATIONAL GDNs.

ZAMBIA LEGEND

THE INTERNATIONAL UNSPONSORED GDRs, AND THE INTERNATIONAL UNSPONSORED GDNs EVIDENCED THEREBY, HAVE NOT BEEN REGISTERED WITH, OR APPROVED BY, ANY SECURITIES REGULATORS IN ZAMBIA AND, CONSEQUENTLY, MAY NOT BE OFFERED, SOLD OR TRANSFERRED IN ZAMBIA, OR TO ANY ZAMBIAN PERSON OR ENTITY, OR TO ANY PERSON OR ENTITY RESIDING OR LOCATED IN ZAMBIA. THE INTERNATIONAL GDRs, AND THE INTERNATIONAL GDNs EVIDENCED THEREBY, ARE BEING ISSUED BY CITIBANK,

SECTION A - MASTER DEPOSIT INSTRUCTIONS AND CERTIFICATIONS

N.A. - NEW YORK BRANCH, AS DEPOSITARY. STANBIC BANK ZAMBIA LIMITED IS THE CUSTODIAN OF THE DEPOSITED PROPERTY FOR CITIBANK, N.A. – NEW YORK BRANCH IN ITS CAPACITY AS DEPOSITARY AND IS NOT THE ISSUER OF INTERNATIONAL GDRs AND THE INTERNATIONAL GDNs EVIDENCED THEREBY.

ZAMBIAN LAW MAY RESTRICT THE CONVERSION OF ZAMBIAN KWACHA INTO DOLLARS AND THE REPATRIATION OF FUNDS FROM ZAMBIA.

ZAMBIA TAX LEGEND

THE DEPOSITARY HAS BEEN INFORMED THAT, IN THE CASE OF NOTES ISSUED BY THE REPUBLIC OF ZAMBIA AT A DISCOUNT, UNDER ZAMBIAN TAX LAW AND PROCEDURES AS IN EFFECT ON THE DATE OF THE TERMS AND CONDITIONS, ZAMBIAN WITHHOLDING TAX WILL BE LEVIED ON THE EXCESS OF THE REDEMPTION VALUE FOR THE NOTES OVER THE PRICE AT WHICH THE NOTES WERE ISSUED BY THE REPUBLIC OF ZAMBIA. THE PRICE AT WHICH THE NOTES ON DEPOSIT WERE ISSUED BY THE REPUBLIC OF ZAMBIA MAY BE DIFFERENT FROM THE PRICE AT WHICH INVESTORS PURCHASED THE INTERNATIONAL GDNs OR THE NOTES REPRESENTED BY THE INTERNATIONAL GDNs.

THE DEPOSITARY AND THE CUSTODIAN HAVE NOT INDEPENDENTLY VERIFIED, AND WILL NOT INDEPENDENTLY VERIFY, ANY INFORMATION, DOCUMENTATION OR STATEMENTS THAT MAY HAVE BEEN MADE OR ISSUED, OR THAT MAY BE MADE OR ISSUED IN THE FUTURE, IN RESPECT OF THE NOTES BY THE ISSUER OF THE NOTES OR BY ANY OTHER PERSON.

ACCORDINGLY, THE DEPOSITARY AND THE CUSTODIAN MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ACCEPT NO RESPONSIBILITY OR LIABILITY, AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, DOCUMENTATION OR STATEMENTS PREVIOUSLY MADE BY OR ISSUED, OR THAT MAY BE MADE OR ISSUED IN THE FUTURE, BY THE ISSUER OR ANY OTHER PERSON IN RESPECT OF THE NOTES.

EACH HOLDER AND BENEFICIAL OWNER OF INTERNATIONAL GDN(s) ACKNOWLEDGES THAT IT HAS NOT RELIED ON THE DEPOSITARY, THE CUSTODIAN, OR ANY PERSON AFFILIATED WITH THE DEPOSITARY OR THE CUSTODIAN, IN CONNECTION WITH ITS DECISION TO INVEST IN THE INTERNATIONAL GDN(s) OR THE NOTES.

EACH HOLDER AND BENEFICIAL OWNER, BY ITS ACCEPTANCE OF THIS INTERNATIONAL GDR OR A BENEFICIAL INTEREST IN THE INTERNATIONAL

SECTION A - MASTER DEPOSIT INSTRUCTIONS AND CERTIFICATIONS

GDNs EVIDENCED HEREBY, AS THE CASE MAY BE, REPRESENTS THAT IT UNDERSTANDS AND AGREES TO THE FOREGOING RESTRICTIONS AND LIMITATIONS.

SECTION B - MASTER WITHDRAWAL INSTRUCTIONS AND CERTIFICATIONS
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Citibank, N.A., as Depositary
Depositary Receipts Operations
388 Greenwich Street
New York, New York 10013

Dear Sirs:

Reference is hereby made to the International Un-sponsored Global Depositary Receipt (“International GDR”) that evidences International Un-sponsored Global Depositary Notes (“International GDNs”) checked above and to be issued to represent the corresponding Notes identified above (the “Notes”), of the Republic of Zambia (the “Issuer”). Capitalized terms used but not defined herein shall have the meanings given to them in the Terms and Conditions of the International GDNs (the “Terms and Conditions”). A copy of the Terms and Conditions is available upon request from the Depositary.

These withdrawal instructions and certifications are being furnished in connection with our instruction to the Depositary to cancel International GDNs being surrendered to it and to withdraw the Notes represented by the International GDNs.

A. We acknowledge that the International GDNs and the Notes represented thereby have not been and will not be registered under the Securities Act or with any securities regulatory authority in any state or other jurisdiction in the United States and that the International GDNs and the Notes represented thereby are, subject to the limitations on offer, sale, pledge or other transfer described in the International GDR and in the legends reproduced below.

B. We certify that we are a broker representing the Beneficial Owner(s) of the International GDNs who has made one of the following certifications to us, or that we are the Beneficial Owner(s) and certify that either:

(a) We (i) are a person other than a U.S. Person (within the meaning of Regulation S under the Securities Act, “Regulation S”, and hereinafter used as so defined) and are located outside the United States (within the meaning of Regulation S), we acquired, or have agreed to acquire and at or prior to the time of the withdrawal will have acquired, the International GDNs in an offshore transaction (within the meaning of Regulation S) in a transaction meeting the requirements of Regulation S, (ii) are, or upon acquisition thereof will be, the Beneficial Owner(s) of the International GDNs, and (iii) (x) will be the beneficial owner of the Notes upon withdrawal, and, accordingly, we acknowledge that the Notes may not be offered, sold, pledged or otherwise transferred except in an offshore transaction (as defined in Regulation S) to persons other than U.S. Persons in accordance with Regulation S, or (y) have sold, and will make delivery of, the Notes in an offshore transaction (as defined in Regulation S) to a person other than a U.S. Person in accordance with Regulation S;

OR

(b) We (i) are a person other than a U.S. Person and are located outside the United States (within the meaning of Regulation S), we acquired, or have agreed to acquire

SECTION B - MASTER WITHDRAWAL INSTRUCTIONS AND CERTIFICATIONS

and at or prior to the time of the withdrawal will have acquired, the International GDNs in an offshore transaction (within the meaning of Regulation S) meeting the requirements of Regulation S, (ii) are, or upon acquisition thereof will be, the Beneficial Owner(s) of the International GDNs, and (iii) have sold, and will make delivery of, the Notes to a “Qualified Institutional Buyer” (as defined in Rule 144A under the Securities Act, “Rule 144A”) in a transaction meeting the requirements of Rule 144A under the Securities Act and are making arrangements with the Depositary for the deposit of the Notes and the issuance and delivery of Restricted Global Depositary Notes to the purchaser.

C. We acknowledge and, if we are a broker-dealer acting on behalf of the Beneficial Owner, such Beneficial Owner acknowledges that the Depositary may request us to provide information regarding our identity, the capacity in which we hold or held the International GDNs or own or owned such interest, the identity of any other persons then or previously having an interest in the International GDNs, the nature of such interest and to furnish such other information as the Depositary may consider appropriate. We and, if we are a broker-dealer acting on behalf of the Beneficial Owner, such Beneficial Owner hereby (i) agree(s) to provide any information so requested by the Depositary and (ii) waive(s) the protections afforded under any and all bank secrecy laws as to the information provided to the Depositary and consent(s) to the disclosure of any such information to the Issuer, the Depositary, the Custodian and any regulatory authority having jurisdiction over the Issuer, the Depositary or the Custodian. Furthermore, we acknowledge and, if we are a broker-dealer acting on behalf of the Beneficial Owner, such Beneficial Owner acknowledges that the Depositary may withhold the issuance, registration, transfer or cancellation of any International GDNs, the release of Deposited Property and the distribution of cash, securities or property if we fail to provide such information.

D. We hereby instruct the Depositary to cancel the International GDNs surrendered to it and to make delivery of the Notes represented thereby. We agree to pay for all fees, taxes and expenses that pertain to the cancellation of the International GDNs and the withdrawal of the corresponding Notes.

E. If any such acknowledgements, agreements, certifications, instructions, representations or warranties are false or incorrect in any way, (x) the Depositary shall be authorized, at the cost and expense of the undersigned, to take any and all actions necessary to correct the consequences thereof, and (y) the undersigned indemnify and hold harmless the Depositary and its agents for any and all losses, liabilities, costs, expenses (including, without limitation, fees and expenses of counsel), claims, damages and taxes of any kind, incurred as a result thereof.

Very truly yours,

[Name of Holder]

By: _____
Name:
Title:
Date:

SECTION B - MASTER WITHDRAWAL INSTRUCTIONS AND CERTIFICATIONS

LEGENDS

SECURITIES ACT LEGEND

THIS INTERNATIONAL GDR (AS DEFINED IN THE TERMS AND CONDITIONS OF THE INTERNATIONAL UNSPONSORED GLOBAL DEPOSITARY NOTES (THE “TERMS AND CONDITIONS”)), THE INTERNATIONAL GDNs (AS DEFINED IN THE TERMS AND CONDITIONS) EVIDENCED HEREBY AND THE DEPOSITED PROPERTY (AS DEFINED IN THE TERMS AND CONDITIONS) REPRESENTED THEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY JURISDICTION (OTHER THAN, IN THE CASE OF THE DEPOSITED PROPERTY, IN ZAMBIA). THE INTERNATIONAL GDNs AND THE DEPOSITED SECURITIES (AS DEFINED IN THE TERMS AND CONDITIONS) REPRESENTED THEREBY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED OR DELIVERED EXCEPT IN AN “OFFSHORE TRANSACTION” MEETING THE REQUIREMENTS OF REGULATION “S” UNDER THE SECURITIES ACT (“REGULATION S”) TO A PERSON OTHER THAN A “U.S. PERSON” (WITHIN THE MEANING GIVEN TO SUCH TERMS IN REGULATION S) AND, IN EACH CASE, IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES OF AMERICA AND OTHER APPLICABLE JURISDICTIONS.

IF ANY OWNER OF THE INTERNATIONAL GDNs WISHES TO TRANSFER INTERESTS THEREIN OR IN THE NOTES REPRESENTED THEREBY TO A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, SUCH OWNER WILL NEED TO ARRANGE FOR THE INTERNATIONAL GDNs TO BE PRESENTED TO THE DEPOSITARY FOR CANCELLATION AND WITHDRAWAL OF THE CORRESPONDING NOTES AND MAKE ARRANGEMENTS FOR THE DEPOSIT OF SUCH NOTES AND THE ISSUANCE OF RESTRICTED UNSPONSORED GLOBAL DEPOSITARY NOTES (TO THE EXTENT AVAILABLE) WITH THE DEPOSITARY FOR THE RESTRICTED UNSPONSORED GLOBAL DEPOSITARY NOTES.

THIS INTERNATIONAL GDR AND THE INTERNATIONAL GDNs EVIDENCED HEREBY WILL NOT BE ACCEPTED FOR CANCELLATION AND WITHDRAWAL OF DEPOSITED PROPERTY AND THE DEPOSITED PROPERTY WILL NOT BE RELEASED FROM DEPOSIT UNLESS THE DEPOSITARY SHALL HAVE RECEIVED, IN ADDITION TO THE OTHER DOCUMENTATION CONTEMPLATED IN THE TERMS AND CONDITIONS, A WITHDRAWAL CERTIFICATION (AS DEFINED IN THE TERMS AND CONDITIONS) DULY COMPLETED, SIGNED AND DELIVERED ON BEHALF OF THE BENEFICIAL OWNER(S) OF THE APPLICABLE INTERNATIONAL GDNs.

EACH HOLDER AND BENEFICIAL OWNER OF THE INTERNATIONAL GDNs EVIDENCED BY THIS INTERNATIONAL GDR AGREES THAT IT WILL (X)

SECTION B - MASTER WITHDRAWAL INSTRUCTIONS AND CERTIFICATIONS
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INFORM ANY SUBSEQUENT PURCHASER OF SUCH INTERNATIONAL GDNs OF THE RESTRICTIONS SET FORTH IN THIS LEGEND AND (Y) REQUEST ANY SUBSEQUENT PURCHASER TO SO INFORM ANY PERSON TO WHOM IT MAY SELL THE INTERNATIONAL GDNs.

ZAMBIA LEGEND

THE INTERNATIONAL UNSPONSORED GDRs, AND THE INTERNATIONAL UNSPONSORED GDNs EVIDENCED THEREBY, HAVE NOT BEEN REGISTERED WITH, OR APPROVED BY, ANY SECURITIES REGULATORS IN ZAMBIA AND, CONSEQUENTLY, MAY NOT BE OFFERED, SOLD OR TRANSFERRED IN ZAMBIA, OR TO ANY ZAMBIAN PERSON OR ENTITY, OR TO ANY PERSON OR ENTITY RESIDING OR LOCATED IN ZAMBIA. THE INTERNATIONAL GDRs, AND THE INTERNATIONAL GDNs EVIDENCED THEREBY, ARE BEING ISSUED BY CITIBANK, N.A. - NEW YORK BRANCH, AS DEPOSITARY. STANBIC BANK ZAMBIA LIMITED IS THE CUSTODIAN OF THE DEPOSITED PROPERTY FOR CITIBANK, N.A. – NEW YORK BRANCH IN ITS CAPACITY AS DEPOSITARY AND IS NOT THE ISSUER OF INTERNATIONAL GDRs AND THE INTERNATIONAL GDNs EVIDENCED THEREBY.

ZAMBIAN LAW MAY RESTRICT THE CONVERSION OF ZAMBIAN KWACHA INTO DOLLARS AND THE REPATRIATION OF FUNDS FROM ZAMBIA.

ZAMBIA TAX LEGEND

THE DEPOSITARY HAS BEEN INFORMED THAT, IN THE CASE OF NOTES ISSUED BY THE REPUBLIC OF ZAMBIA AT A DISCOUNT, UNDER ZAMBIAN TAX LAW AND PROCEDURES AS IN EFFECT ON THE DATE OF THE TERMS AND CONDITIONS, ZAMBIAN WITHHOLDING TAX WILL BE LEVIED ON THE EXCESS OF THE REDEMPTION VALUE FOR THE NOTES OVER THE PRICE AT WHICH THE NOTES WERE ISSUED BY THE REPUBLIC OF ZAMBIA. THE PRICE AT WHICH THE NOTES ON DEPOSIT WERE ISSUED BY THE REPUBLIC OF ZAMBIA MAY BE DIFFERENT FROM THE PRICE AT WHICH INVESTORS PURCHASED THE INTERNATIONAL GDNs OR THE NOTES REPRESENTED BY THE INTERNATIONAL GDNs.

THE DEPOSITARY AND THE CUSTODIAN HAVE NOT INDEPENDENTLY VERIFIED, AND WILL NOT INDEPENDENTLY VERIFY, ANY INFORMATION, DOCUMENTATION OR STATEMENTS THAT MAY HAVE BEEN MADE OR ISSUED, OR THAT MAY BE MADE OR ISSUED IN THE FUTURE, IN RESPECT OF THE NOTES BY THE ISSUER OF THE NOTES OR BY ANY OTHER PERSON.

SECTION B - MASTER WITHDRAWAL INSTRUCTIONS AND CERTIFICATIONS
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ACCORDINGLY, THE DEPOSITARY AND THE CUSTODIAN MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ACCEPT NO RESPONSIBILITY OR LIABILITY, AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, DOCUMENTATION OR STATEMENTS PREVIOUSLY MADE BY OR ISSUED, OR THAT MAY BE MADE OR ISSUED IN THE FUTURE, BY THE ISSUER OR ANY OTHER PERSON IN RESPECT OF THE NOTES.

EACH HOLDER AND BENEFICIAL OWNER OF INTERNATIONAL GDN(s) ACKNOWLEDGES THAT IT HAS NOT RELIED ON THE DEPOSITARY, THE CUSTODIAN, OR ANY PERSON AFFILIATED WITH THE DEPOSITARY OR THE CUSTODIAN, IN CONNECTION WITH ITS DECISION TO INVEST IN THE INTERNATIONAL GDN(s) OR THE NOTES.

EACH HOLDER AND BENEFICIAL OWNER, BY ITS ACCEPTANCE OF THIS INTERNATIONAL GDR OR A BENEFICIAL INTEREST IN THE INTERNATIONAL GDNs EVIDENCED HEREBY, AS THE CASE MAY BE, REPRESENTS THAT IT UNDERSTANDS AND AGREES TO THE FOREGOING RESTRICTIONS AND LIMITATIONS.

SECTION C - MASTER TRANSFER INSTRUCTIONS AND CERTIFICATIONS
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Citibank, N.A., as Depositary
Depositary Receipts Operations
388 Greenwich Street
New York, New York 10013

Dear Sirs:

Reference is hereby made to the International Un-sponsored Global Depositary Receipt (“International GDR”) enclosed herewith and that evidences International Un-sponsored Global Depositary Notes (“International GDNs”) checked above and representing the corresponding Notes identified above (the “Notes”), of the Republic of Zambia (the “Issuer”). Capitalized terms used but not defined herein shall have the meanings given to them in the Terms and Conditions of the International GDNs.

In connection with the transfer of the International GDR surrendered herewith, the undersigned Holder certifies that it is not a Zambian person or entity and it does not reside and is not located in Zambia, that this International GDR is not being transferred to a Zambian person or entity or to any person or entity residing or located in Zambia, that it is being transferred to a person other than a “U.S. Person” (as defined in Regulation S under the Securities Act) in an “offshore transaction” meeting the requirements of Regulation S under the Securities Act, and that the transferee is acquiring the International GDR for investment purposes without a view to distribution.

The Depositary shall not be obligated to register the International GDR in the name of any person other than the Holder hereof unless and until the conditions to any such transfer or registration set forth in the Terms and Conditions of the International GDR shall have been satisfied.

The transferee has and, if acting on behalf of the Beneficial Owner, such Beneficial Owner has (a) agreed to take an International GDR identical to the International GDR surrendered for transfer and subject to the same restrictions on transfer set forth therein; and (b) acknowledged that the Depositary may request to provide information regarding their identity, the capacity in which the transferee or the Beneficial Owner hold or held the International GDNs or own or owned such interest, the identity of any other persons then or previously having an interest in the International GDNs, the nature of such interest and to furnish such other information as the Depositary may consider appropriate. The transferee and, if the transferee is acting on behalf of the Beneficial Owner, such Beneficial Owner has (i) agreed to provide any information so requested by the Depositary and (ii) waived the protections afforded under any and all bank secrecy laws as to the information provided to the Depositary and consented to the disclosure of any such information to the Issuer, the Depositary, the Custodian and any regulatory authority having jurisdiction over the Issuer, the Depositary or the Custodian. Furthermore, the transferee has acknowledged and, if acting on behalf of the Beneficial Owner, such Beneficial Owner has acknowledged that the Depositary may withhold the issuance, registration, transfer or cancellation of any International GDNs, the release of Deposited Property and the distribution of cash, securities or property if the Beneficial Owner fails to provide such information.

SECTION C - MASTER TRANSFER INSTRUCTIONS AND CERTIFICATIONS
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If any such acknowledgements, agreements, certifications, instructions, representations or warranties are false or incorrect in any way, (x) the Depositary shall be authorized, at the cost and expense of the undersigned, to take any and all actions necessary to correct the consequences thereof, and (y) the undersigned shall indemnify and hold harmless the Depositary and its agents for any and all losses, liabilities, costs, expenses (including, without limitation, fees and expenses of counsel), claims, damages and taxes of any kind, incurred as a result thereof.

By: _____
Name:
Title:
Date: