

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

This document does not constitute an offer to participate in the Invitation in or from any jurisdiction in or from which, or to or from any person to or from whom, it is unlawful to make such offer under applicable securities laws. The distribution of this document in certain jurisdictions may be restricted by law. See “Certain Legal Restrictions” below. Persons into whose possession this document comes are required by each of the Republic of Suriname and BofA Securities, Inc. (the “Dealer Manager”) to inform themselves about, and to observe, any such restrictions.



REPUBLIC OF SURINAME

Invitation for Offers to Tender for Cash the Securities Listed Below

The Republic of Suriname (“Suriname”) hereby invites each holder to submit offers (each, an “Offer”) to tender for cash of the outstanding securities set forth in the table below (the “Securities”), upon the terms and subject to the conditions described herein (the “Invitation”).

Suriname reserves the right, in its sole discretion, not to accept any or all Offers, to modify the Purchase Price (as set forth in the table below) upon the terms and conditions described herein, to establish a maximum purchase amount, to accept only a portion of Securities tendered, or to extend or terminate the Invitation with respect to the Securities for any reason. Acceptance of tenders of Securities may be subject to proration if, at the sole discretion of Suriname, Suriname establishes a maximum purchase amount.

The following table sets forth certain terms of the Invitation:

<u>Securities</u>	<u>CUSIPs, ISINs and Common Codes</u>	<u>Principal Amount Outstanding as of October 23, 2025</u>	<u>Purchase Price⁽¹⁾</u>
7.95% Cash / PIK Notes due 2033 (the “ <u>Securities</u> ”)	<i>Rule 144A</i> CUSIP: 86886PAC6 ISIN: US86886PAC68 <i>Regulation S</i> CUSIP: P68788 AC5 ISIN: USP68788AC53	U.S.\$693,770,384.00	U.S.\$1,002.50

(1) Offered as Purchase Price per each U.S.\$1,000 principal amount of Securities validly tendered at or prior to the Expiration Deadline (as defined below) and accepted for purchase. The Purchase Price does not include the applicable accrued and unpaid interest to (but excluding) the Settlement Date (as defined below) (“Accrued Interest”). On the Settlement Date, holders will also receive Accrued Interest on Securities validly tendered and accepted for purchase.

THE INVITATION WILL BEGIN ON OCTOBER 23, 2025 AND, UNLESS EXTENDED OR EARLIER TERMINATED, THE INVITATION AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK TIME ON OCTOBER 29, 2025. SEE “THE INVITATION—PROCEDURES FOR SUBMITTING OFFERS FOR SECURITIES.”

Any holder desiring to submit Offers for Securities should (a) submit through The Depository Trust Company (“DTC”) pursuant to DTC’s Automated Offer Program (“ATOP”), and (b) request the holder’s broker, dealer, commercial bank, trust company or other nominee to effect the transaction. Securities tendered pursuant to the Invitation may only be withdrawn in accordance with the procedures specified under “*The Invitation—Irrevocability; Withdrawal Rights*,” prior to the Withdrawal Deadline (as defined below), but not thereafter. Suriname is making the Invitation only in those jurisdictions where it is legal to do so. See “*Certain Legal Restrictions*” and “*Jurisdictional Restrictions*.”

The Dealer Manager for the Invitation is:

BofA Securities

The date of this Invitation is October 23, 2025

IMPORTANT NOTICE

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the Invitation, whether received by e-mail or otherwise received as a result of electronic communication, including through the website for the Invitation maintained by the Information and Tender Agent, and you are therefore advised to read this disclaimer page carefully before reading, accessing or making any other use of the attached document. In accessing the Invitation, you agree to be bound by the following terms and conditions, including any modifications made to them from time to time, each time you receive any information from us at any time. Capitalized terms used but not otherwise defined in this disclaimer shall have the meaning given to them in the Invitation.

The Invitation should not be forwarded or distributed to any other person and should not be reproduced in any manner whatsoever. Failure to comply with these instructions may result in a violation of the applicable laws and regulations of the United States or other jurisdictions.

The delivery of this Invitation shall not under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth herein or in the affairs of Suriname or any of Suriname's instrumentalities since the date hereof.

Confirmation of your representation: By accessing the Invitation you shall be deemed to have represented to Suriname, the Dealer Manager and the Information and Tender Agent, that:

- (i) you are a holder or a beneficial owner of Securities;
- (ii) you are not a person to whom it is unlawful to send the attached Invitation or to make the Invitation to under applicable laws and regulations including those outlined in the section entitled "*Jurisdictional Restrictions*";
- (iii) you have made all the representations of this Invitation. See "*Holders' Representations, Warranties and Undertakings*"; and
- (iv) you consent to delivery of the Invitation to you by electronic transmission.

The Invitation has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission and consequently none of Suriname, the Dealer Manager, the Information and Tender Agent or any person who controls, or is a director, officer, employee or agent, of any of them, or any affiliate or instrumentality of any such person, as the case may be, accepts any liability or responsibility whatsoever in respect of any difference between the Invitation distributed to you in electronic format and the hard copy version available to you on request from the Information and Tender Agent at the address specified on the back cover of the Invitation.

You are reminded that the Invitation has been delivered to you on the basis that you are a person into whose possession the Invitation may lawfully be delivered in accordance with the laws of the jurisdiction in which you are located or resident and you may not, nor are you authorized to, deliver, transmit, forward or otherwise distribute the Invitation, directly or indirectly, to any other person.

The materials relating to the Invitation do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the Invitation be made by a licensed broker or dealer and the Dealer Manager or any of its affiliates is a licensed broker or dealer in that jurisdiction, the Invitation shall be deemed to be made by the Dealer Manager or its affiliate in that jurisdiction.

Nothing in this electronic transmission constitutes an offer to buy or the solicitation of an offer to sell securities in any jurisdiction in which such offer or solicitation would be unlawful. Securities may not be offered or sold in the United States absent registration or an exemption from registration, and any public offering of securities to be made in the United States will be made by means of a prospectus.

You must comply with all laws that apply to you in any place in which you possess this Invitation. You must also obtain any consents or approvals that you need in order to accept this Invitation and submit Offers. None of Suriname,

the Dealer Manager or the Information and Tender Agent is responsible for your compliance with these legal requirements. It is important that you read “Jurisdictional Restrictions” herein.

After the Expiration Deadline, Suriname, from time to time, may purchase additional Securities in the open market, in privately negotiated transactions, through tender offers or otherwise, or may redeem or repay Securities pursuant to the terms of the relevant Securities and the relevant indenture governing such Securities. Any future purchases may be on the same terms or on terms that are more or less favorable to holders of Securities than the terms of the Invitation. Any future purchases by Suriname will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) Suriname may choose to pursue in the future.

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CERTAIN OFFER MATTERS

In making your decision whether to submit an Offer, you must rely on your own examination of Suriname and the information contained in this Invitation, including your own determination of the merits and risks involved in participating in the Invitation. No United States federal or state securities commission or regulatory authority has confirmed the accuracy or determined the adequacy of this Invitation. Any representation to the contrary is a criminal offense.

Except for the fee payable to the Dealer Manager, Suriname will not pay any commissions or other remuneration to any broker, dealer, salesman or other person for soliciting tenders of Securities. Tendering holders will not be obligated to pay the fees of Global Bondholder Services Corporation, the information and tender agent ("Information and Tender Agent"), whose contact information may be found on the inside back cover of this Invitation; however, such holders may be required to pay a fee or commission to their broker or intermediary through whom the Securities are tendered.

Questions and requests for assistance may be directed to the Dealer Manager and the Information and Tender Agent at their respective addresses and telephone numbers set forth on the inside back cover of this document. Additional copies of this document and related materials may be obtained free of charge from the Dealer Manager and the Information and Tender Agent. Suriname is furnishing this document solely for your use in the context of the Invitation.

No dealer, salesperson or other person has been authorized to give any information or to make any representations other than those contained in this Invitation and, if given or made, such information or representations must not be relied upon as having been authorized by Suriname or the Dealer Manager, and neither Suriname nor the Dealer Manager takes any responsibility for information that others may give you. This Invitation does not constitute an offer to buy or a solicitation of an offer to sell any securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. Neither the delivery of this Invitation nor any purchase, sale or tender made shall, under any circumstances, create any implication that the information in this Invitation is correct as of any time subsequent to the date hereof or that there has been no change in the affairs of Suriname since such date.

None of Suriname, the Dealer Manager or the Information and Tender Agent has expressed any opinion as to whether the terms of the Invitation are fair. None of Suriname, the Dealer Manager or the Information and Tender Agent makes any recommendation that you tender Securities or refrain from doing so pursuant to the Invitation, and no one has been authorized by any of them to make any such recommendation. You must make your own decision as to whether to tender Securities or refrain from doing so and, if so, the principal amount of Securities to tender.

Holders should note that Suriname will cancel the Securities purchased pursuant to the Invitation following the Settlement Date (as defined herein). Accordingly, this transaction will reduce the aggregate principal amount of Securities that otherwise might trade in the public market, which could adversely affect the liquidity and market value of remaining Securities that Suriname does not acquire pursuant to the Invitation.

Suriname has prepared this Invitation and is solely responsible for its contents. You are responsible for making your own examination of Suriname and your own assessment of the merits and risks of accepting the Invitation and tendering Securities. By tendering your Securities, you will be deemed to have acknowledged that:

- you have reviewed this Invitation;
- you have had an opportunity to request and review any additional information that you may need; and
- neither the Dealer Manager nor the Information and Tender Agent is responsible for, or is making any representation to you concerning, the accuracy or completeness of this Invitation.

Suriname, the Dealer Manager and the Information and Tender Agent are not providing you with any legal, regulatory, business, tax or other advice in this Invitation. You should consult with your own advisors as needed to

assist you in making your investment decision and to advise you whether you are legally permitted to accept the Invitation and tender Securities for cash.

Neither the communication of this Invitation nor any other offer material relating to the Invitation is being made, and this Invitation has not been approved, by an authorized person for the purposes of section 21 of the United Kingdom (“UK”) Financial Services and Markets Act 2000 (as amended, the “FSMA”). Accordingly, this Invitation is not being distributed to, and must not be passed on to, the general public in the UK. Rather, the communication of this Invitation as a financial promotion is being made to, and is directed only at persons (i) who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) (the “Financial Promotion Order”), (ii) who fall within Article 49(2)(a) to (d) (“high net worth companies, unincorporated associations etc.”) of the Financial Promotion Order, (iii) who are outside the UK, or (iv) who are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) in connection with the issue or sale of any securities, including this Invitation, may otherwise lawfully be communicated in accordance with the Financial Promotion Order (such persons together being “relevant persons”). **This Invitation is only available to relevant persons and the transactions contemplated herein will be available only to, or engaged in only with relevant persons, and this financial promotion must not be relied or acted upon by persons other than relevant persons.**

The Invitation is not intended to be offered, or otherwise made available to and should not be offered or otherwise made available to any retail investor in the European Economic Area (“EEA”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “MiFID II”); or (ii) a customer within the meaning of Directive 2016/97/EC (as amended, the “Insurance Distribution Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “PRIIPs Regulation”) for offering or selling the Securities or otherwise making them or the Invitation available to retail investors in the EEA has been prepared and therefore making the Invitation or offering or selling the Securities or otherwise making them or the Invitation available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

As used in this Invitation, “Business Day” means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City. References herein to “U.S.\$,” “U.S. dollars” or “dollars” are to United States dollars.

Jurisdiction; Enforcement of Judgments

The governing law and dispute resolution provisions of the Securities and the indentures under which they were issued shall apply to this Invitation and any Offers.

To the extent that Suriname has or hereafter may acquire or have attributed to it any immunity under any law from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution or otherwise) with respect to itself or its property, Suriname irrevocably waives such immunity in connection with actions arising out of or based on the Securities or in connection with the enforcement of any judgment arising out of such action. Without limiting the generality of the foregoing, Suriname agrees that such waivers shall be to the fullest extent permitted under the U.S. Foreign Sovereign Immunities Act of 1976, as amended (the “Immunities Act”), and are intended to be irrevocable for purposes of the Immunities Act.

Concurrent Offering

Concurrently with the commencement of the Invitation, Suriname announced an offering (the “New Notes Offering”) of new debt securities (the “New Notes”). The consummation of the New Notes Offering is subject to customary closing conditions, but such offering is not conditioned upon the successful consummation of the Invitation. No assurance can be given that the New Notes Offering will be completed on the terms or at the pricing currently envisioned or at all.

The New Notes will be offered only to qualified institutional buyers in the United States in reliance on Rule 144A under the Securities Act and to non-U.S. persons outside the United States in reliance on Regulation S

under the Securities Act. This Invitation and any amendments or supplements thereto are not an offer to sell or a solicitation of an offer to buy any securities of Suriname.

It is anticipated that the Dealer Manager will act as the initial purchaser in the New Notes Offering.

Conditions to the Invitation

Consummation of the Invitation is subject to certain conditions, including but not limited to the Financing Condition (as defined below). These conditions are described in more detail in this Invitation under “*The Invitation—Conditions to the Invitation.*” There can be no assurance that such conditions will be met with respect to the Invitation.

Source of Funds

Suriname intends to use a portion of the net proceeds from the New Notes Offering to pay the Purchase Price in respect of Offers accepted pursuant to terms and conditions described herein.

CERTAIN LEGAL RESTRICTIONS

The distribution of materials relating to this Invitation, and the transactions contemplated by the Invitation, may be restricted by law in certain jurisdictions. The Invitation is made only in those jurisdictions where it is legal to do so. The Invitation is void in all jurisdictions where it is prohibited. If materials relating to the Invitation come into your possession, you are required to inform yourself of and to observe all of these restrictions. The materials relating to the Invitation do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. This Invitation does not constitute an offer to buy or a solicitation of an offer to sell any securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. In any jurisdiction in which the Invitation is required to be made by a licensed broker or dealer and in which the Dealer Manager or any of its affiliates is so licensed, it shall be deemed to be made by the Dealer Manager or such affiliates on behalf of Suriname. Beneficial owners who may lawfully participate in the Invitation in accordance with the terms thereof are referred to as “holders.” See “—*Jurisdictional Restrictions*.”

SUMMARY TIME SCHEDULE AND PROCEDURES OF THE INVITATION

The following summarizes the anticipated time schedule for the Invitation assuming, among other things, that the time of expiration of the Invitation is not extended. This summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information appearing elsewhere in this document. The various dates and times in this summary are based on Suriname's current schedule; these dates and times are subject to change in Suriname's sole discretion. All references are to New York time unless otherwise noted.

October 23, 2025

The Invitation commences.

5:00 p.m. New York time on October 29, 2025 (such date and time, the "**Expiration Deadline**")

The Invitation expires, unless extended or earlier terminated by Suriname, in its sole discretion.

5:00 p.m. New York time on October 29, 2025 (such date and time, the "**Withdrawal Deadline**")

Withdrawal rights expire, unless extended or earlier terminated by Suriname, in its sole discretion. You may not withdraw your Offers after the Withdrawal Deadline. Suriname reserves the right, in its sole discretion, to delay the Expiration Deadline without extending the Withdrawal Deadline.

October 30, 2025 (the "**Announcement Date**"), or as soon as practicable thereafter

Suriname will make a public announcement of the aggregate principal amount of Securities tendered pursuant to the Invitation. This information will also be available from the Dealer Manager and the Information and Tender Agent.

October 30, 2025, or as soon as practicable thereafter (the "**Acceptance Date**")

Suriname will announce the aggregate principal amount of Securities to be accepted for purchase and the expected aggregate principal amount of Securities that would remain outstanding following the completion of the Invitation, subject to the satisfaction or waiver of the conditions to the Invitation, including the Financing Condition. This information will also be available from the Dealer Manager and the Information and Tender Agent.

Acceptance of tenders of Securities may be subject to proration if, at its sole discretion, Suriname establishes a maximum purchase amount.

November 4, 2025 (the "**Settlement Date**")

Suriname will purchase the validly tendered and accepted Securities from holders and pay the Purchase Price in respect of such Securities, plus Accrued Interest. Settlement will occur through DTC. Suriname will cancel such Securities thereafter.

Suriname will make (or cause to be made) all announcements regarding the Invitation by press release issued to an international news service, which is expected to be PR Newswire or another appropriate international news service, (the "News Service**"). See "*The Invitation—Communications.*"**

SUMMARY

This summary highlights information contained elsewhere in this Invitation. It is not complete and may not contain all the information that you should consider before tendering Securities for cash. You should read the entire Invitation.

The Invitation

General

Suriname is inviting holders of Securities specified on the cover of this Invitation to submit Offers of their outstanding Securities for cash in the manner described herein at the fixed price set forth in this Invitation.

Suriname reserves the right, in its sole discretion, not to accept any or all Offers, to modify the Purchase Price upon the terms and conditions described herein, to establish a maximum purchase amount, and therefore accept only a portion of Securities tendered, or to extend or terminate the Invitation for any reason. Acceptance of tenders of Securities may be subject to proration if, at the sole discretion of Suriname, Suriname establishes a maximum purchase amount.

For a more detailed discussion, see “*The Invitation*.”

Purpose of the Invitation

The Invitation is part of a broader program of Suriname to manage its external liabilities. Suriname may, in the future, repurchase, repay or redeem the Securities not tendered or purchased in the Invitation, or repurchase, redeem or repay any of its other public debt.

Purchase Price

The Purchase Price is the amount to be paid by Suriname for the outstanding principal amount of the Securities validly tendered and accepted for purchase by Suriname pursuant to this Invitation, not including interest or other amounts accrued and unpaid thereon, as set forth in this Invitation.

Cash to be Received in Consideration for Securities

If you hold Securities and submit a valid Offer, and if Suriname accepts your Offer, Suriname will pay you the Purchase Price in U.S. dollars, subject to proration, if applicable, and subject to the conditions of the Invitation, including the Financing Condition.

Holders whose Securities are purchased in the Invitation will also receive Accrued Interest on such Securities from the last regular payment date in respect of the Securities to (but excluding) the Settlement Date.

Announcement of Results

On the Announcement Date, Suriname will make a public announcement of the aggregate principal amount of Securities tendered pursuant to the Invitation. Subject to satisfaction or waiver of the conditions to the Invitation, including the Financing Condition, Suriname will announce the approximate aggregate principal amount of Securities to be accepted for purchase and the approximate aggregate principal amount of Securities that would remain outstanding following the completion of the Invitation. This information will also be available from the Dealer Manager and the Information and Tender Agent.

Duration of the Invitation

The Invitation will begin on October 23, 2025. The Invitation will expire at 5:00 p.m., New York time, on October 29, 2025, unless

extended or earlier terminated by Suriname in its sole discretion. Withdrawal rights will expire at 5:00 p.m., New York time, on October 29, 2025, unless extended or earlier terminated by Suriname in its sole discretion.

Procedures for Submitting Offers

See “*The Invitation—Procedures for submitting Offers for Securities.*” For further information, please contact the Information and Tender Agent or the Dealer Manager, or consult your broker, dealer, commercial bank, trust company, custodian or other nominee, if applicable, for assistance.

There is no letter of transmittal for the Invitation.

Irrevocability; Withdrawal Rights

Offers will become irrevocable upon the Withdrawal Deadline. However, any Offer may be withdrawn or revised prior to the Withdrawal Deadline in accordance with the procedures described under “*The Invitation—Irrevocability; Withdrawal Rights.*”

**Acceptance of Offers; Proration;
Payment of Purchase Price**

Suriname reserves the right, in its sole discretion, to accept only a portion of Securities tendered, not to accept any or all Offers and to extend or terminate the Invitation. Acceptance of tenders of Securities may be subject to proration if, at the sole discretion of Suriname, Suriname establishes a maximum purchase amount.

Once Suriname has announced the results by means of the News Service on the Acceptance Date, Suriname’s acceptance of Offers in accordance with the terms of the Invitation will, subject to the conditions to the Invitation, including the Financing Condition, be irrevocable and Offers, as so accepted, will constitute binding obligations of the submitting holders and Suriname to settle the Invitation, in the manner described under “*The Invitation—Settlement,*” in each case subject to the conditions described under “*The Invitation—Conditions to the Invitation.*” Under no circumstances will interest or other accrued amounts on the Purchase Price be paid by Suriname by reason of any delay in making payment on the Settlement Date, other than a delay caused by Suriname’s failure to deposit the Purchase Price with DTC.

Settlement

If the Invitation is consummated, the Settlement Date will be four Business Days following the Expiration Deadline, or as soon as practicable thereafter. Suriname expects the Settlement Date (subject to any extension of the Expiration Deadline) to be November 4, 2025.

Suriname reserves the right, in its sole discretion, to postpone the Expiration Deadline without extending the Withdrawal Deadline. Suriname will cancel Securities purchased pursuant to the Invitation following the Settlement Date.

**Certain Deemed Representations,
Warranties and Undertakings**

If you submit an Offer pursuant to the terms of the Invitation, you will be deemed to have made certain acknowledgements, representations, warranties and undertakings to Suriname, the Dealer Manager and the Information and Tender Agent. See “*Holders’ Representations, Warranties and Undertakings.*”

Taxation

For a discussion of the Surinamese and U.S. federal income tax consequences to holders who tender Securities, see “*Taxation—*

Surinamese Tax Consequences Associated with the Securities” and “Taxation—U.S. Federal Income Taxation” in this Invitation.

You should also consult your own tax advisors regarding the possible tax consequences of the Offers under the laws of jurisdictions that apply to you.

Termination

Suriname reserves the right, in its sole discretion, not to accept any or all Offers, to accept only a portion of Securities tendered, and to extend or terminate the Invitation for any reason.

Jurisdictions

Suriname is making the Invitation only in those jurisdictions where it is legal to do so. See “*Jurisdictional Restrictions.*”

Risk Factors

The Invitation involves material risks. Please see “*Risk Factors*” for more information.

Announcements

Suriname will make (or cause to be made) all announcements regarding the Invitation by press release issued to the News Service. See “*The Invitation—Communications.*”

RISK FACTORS

In deciding whether to participate in the Invitation, each holder should consider carefully, in addition to the other information contained in this document, the following:

Limited Trading Market; Increased Volatility. To the extent that Securities are purchased by Suriname pursuant to the Invitation, the trading markets for such Securities that remain outstanding will become more limited. A debt security with a smaller outstanding principal amount available for trading (a smaller “float”) may command a lower price than would a comparable debt security with a greater float. Therefore, the market price for Securities not purchased may be affected adversely to the extent the amount of Securities purchased by Suriname reduces the float of the Securities. On the other hand, if Suriname’s purchase of the Securities is viewed by the market as significant positive news due to its potential beneficial impact on Suriname’s external liability management, the price of the Securities could rise following completion of the Invitation to a level greater than the Purchase Price. The reduced float may also make the trading price of the Securities more volatile. The extent of the public market for the Securities following consummation of the Invitation will depend upon the number of holders that remain at such time, the interest in maintaining markets in the Securities on the part of securities firms and other factors. There can be no assurance that any trading market will exist for the Securities following the Invitation.

Other Purchases or Redemption of Securities. Suriname may acquire, from time to time, Securities, including through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise upon such terms and at such price as they may determine. Whether or not the Invitation is consummated, following completion or cancellation of the Invitation, Suriname may acquire, repurchase, redeem or repay Securities at a price which may be more or less than the price to be paid pursuant to the Invitation and could be for cash or other consideration.

No recommendation is being made with respect to the Invitation. None of Suriname, the Dealer Manager, or the Information and Tender Agent, or any of their respective affiliates, makes any recommendation to any holder of the Securities whether to make an Offer or refrain from tendering any or all of such holder’s Securities or how much they should tender, and none of them has authorized any person to make any such recommendation.

The consideration offered for the Securities does not reflect any independent valuation of the Securities and does not take into account events or changes in financial markets (including interest rates) after the commencement of the Invitation. Suriname has not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration offered for the Securities. If you tender your Securities, you may or may not receive as much or more value than if you choose to keep them.

Possible Pro Ration and Right to Terminate. The amount of Securities that may be purchased in the Invitation may be subject to a maximum purchase amount. Acceptance of tenders of Securities may be subject to proration if the amount to purchase the principal amount of Securities tendered and to pay Accrued Interest and any premium with respect to such Securities is greater than the maximum purchase amount established by Suriname, if any. Suriname reserves the right, in its sole discretion, to accept only a portion of Securities tendered, not to accept any or all Offers and to extend or terminate the Invitation for any reason.

Enforcement of Civil Liabilities; Waiver of Sovereign Immunity. Suriname is a sovereign state. Consequently, it may be difficult for investors to obtain or realize judgments against Suriname in the United States or elsewhere. Execution upon property of Suriname located in the United States to enforce a United States judgment may not be possible except under the limited circumstances specified in the Immunities Act.

Furthermore, the dispute resolution provisions of the Securities and the indentures under which they were issued (which also apply to this Invitation) require submission to any New York State or United States federal court sitting in the City of New York, and any appellate court thereof. The contractual provisions of the Securities and this Invitation are governed by New York law.

Consummation of the Invitation is Subject to Satisfaction of Certain Conditions. Consummation of the Invitation is subject to certain conditions, including the Financing Condition. These conditions are described in more detail in this Invitation under “*The Invitation—Conditions to the Invitation.*” There can be no assurance that such conditions will be met with respect to the Invitation. Subject to applicable law and limitations described elsewhere in

this Invitation, Suriname may, in its sole discretion, extend, amend, waive any condition of or, upon failure of any condition described herein to be satisfied or waived, terminate the Invitation at any time.

Responsibility for complying with the procedures of the Invitation. Holders of Securities are responsible for complying with all of the procedures for making Offers to tender Securities under this Invitation. If the instructions are not strictly complied with, Suriname may reject an Offer. None of Suriname, the Dealer Manager or the Information and Tender Agent assumes any responsibility for informing any holder of Securities of any defect or irregularities with respect to such holder's Offer or desired participation in the Invitation.

Tenders of Securities by Sanctioned Persons will not be accepted. A holder or a beneficial owner of the Securities who is, or who is believed by Suriname to be, a Sanctioned Person (as defined herein) may not participate in the Invitation. No steps taken by a Sanctioned Person to tender any or all of its Securities for purchase pursuant to the Invitation will be accepted by Suriname and such Sanctioned Person will not be eligible to receive the Purchase Price or any Accrued Interest in any circumstances.

Responsibility to consult advisers. Holders should consult their own tax, compliance, accounting, financial and legal advisers regarding the suitability for them and the tax, accounting or other consequences of participating in the Invitation. None of Suriname, the Dealer Manager, or the Information and Tender Agent or their respective officials, directors, employees or affiliates is acting for any holder, or will be responsible to any holder for providing any protections which would be afforded to its clients or for providing advice in relation to the Invitation.

No additional interest or accrued amounts will be payable in connection with delays in payment through DTC. Holders whose Securities are accepted for purchase pursuant to the Invitation will be entitled to receive the Purchase Price plus Accrued Interest. However, no additional interest or additional accrued amounts will be payable by Suriname because of any delay in the transmission of funds to the holders of purchased Securities or otherwise, except in the case of any delay by Suriname in paying DTC. The determination by Suriname of any calculation or quotation made with respect to the Invitation shall be conclusive and binding on you, absent manifest error.

THE INVITATION

Introduction

Suriname is inviting holders of Securities specified on the cover of this Invitation to submit Offers to tender their Securities for cash.

Suriname reserves the right, in its sole discretion, not to accept any or all Offers, to accept only a portion of Securities tendered, and to extend or terminate the Invitation for any reason in its discretion. Acceptance of tenders of Securities may be subject to proration if, at the sole discretion of Suriname, Suriname establishes a maximum purchase amount.

Purpose

The Invitation is part of a broader program of Suriname to manage its external public debt proactively.

Cash to be Received in Consideration for Securities

If you hold Securities and submit a valid Offer, and Suriname accepts your Offer, Suriname will pay you the Purchase Price in respect of such Securities, subject to proration, if applicable, and subject to the conditions to the Invitation, including the Financing Condition.

Holders whose Securities are accepted in the Invitation will also receive Accrued Interest for each U.S.\$1,000 principal amount of Securities from the last payment date in respect of the Securities to (but excluding) the Settlement Date.

Concurrent Offering

Concurrently with the commencement of the Invitation, Suriname announced an offering (the “New Notes Offering”) of new debt securities (the “New Notes”). The consummation of the New Notes Offering is subject to customary closing conditions, but such offering is not conditioned upon the successful consummation of the Invitation. No assurance can be given that the New Notes Offering will be completed on the terms or at the pricing currently envisioned or at all.

The New Notes will be offered only to qualified institutional buyers in the United States in reliance on Rule 144A under the Securities Act and to non-U.S. persons outside the United States in reliance on Regulation S under the Securities Act. This Invitation and any amendments or supplements thereto should not be deemed to be an offer to sell or a solicitation of an offer to buy any securities of Suriname.

It is anticipated that the Dealer Manager will act as the initial purchaser in the New Notes Offering.

Conditions to the Invitation

Consummation of the Invitation is subject to certain conditions, including the Financing Condition. These conditions are described in more detail in this Invitation under “*The Invitation—Conditions to the Invitation.*” There can be no assurance that such conditions will be met with respect to the Invitation.

Source of Funds

Suriname intends to use a portion of the net proceeds from the New Notes Offering to pay the Purchase Price in respect of Offers accepted pursuant to terms and conditions described herein.

Announcement of Results

On the Announcement Date, as soon as reasonably practicable after the Expiration Deadline, Suriname will make a public announcement of the aggregate principal amount of Securities tendered pursuant to the Invitation.

Subject to the satisfaction or waiver of the conditions to the Invitation, including the Financing Condition, Suriname will announce, promptly after the conditions to the Invitation, including the Financing Condition, have been met or waived, the approximate aggregate principal amount of Securities accepted for purchase and the approximate aggregate principal amount of Securities remaining outstanding following the completion of the Invitation. This information will also be available from the Dealer Manager and the Information and Tender Agent.

Suriname reserves the right, in its sole discretion, not to accept any or all Offers, to modify the Purchase Price upon the terms and conditions described herein, to establish a maximum purchase amount, to accept only a portion of Securities tendered, or to extend or terminate the Invitation for any reason. Acceptance of tenders of Securities may be subject to proration if, at the sole discretion of Suriname, Suriname establishes a maximum purchase amount.

In the event of any dispute or controversy regarding the Purchase Price or the amount of accrued and unpaid interest for each of the Securities tendered pursuant to the Invitation, Suriname's determination shall be conclusive and binding, absent manifest error.

No Recommendation

NONE OF SURINAME, THE DEALER MANAGER OR THE INFORMATION AND TENDER AGENT MAKES ANY RECOMMENDATION THAT ANY HOLDER TENDER OR REFRAIN FROM TENDERING ALL OR ANY PORTION OF THE PRINCIPAL AMOUNT OF SUCH HOLDER'S SECURITIES, AND NO ONE HAS BEEN AUTHORIZED BY ANY OF THEM TO MAKE SUCH A RECOMMENDATION. HOLDERS MUST MAKE THEIR OWN DECISIONS WHETHER TO TENDER SECURITIES, AND, IF SO, MUST DECIDE ON THE PRINCIPAL AMOUNT OF SECURITIES TO TENDER.

Duration of the Invitation

The Invitation will begin on October 23, 2025. The Invitation will expire at 5:00 p.m., New York time, on October 29, 2025, unless extended or earlier terminated by Suriname in its sole discretion. Withdrawal rights will expire at 5:00 p.m., New York time, on October 29, 2025, unless extended or earlier terminated by Suriname in its sole discretion.

Subject to applicable law, Suriname expressly reserves the right, for any reason and in its sole discretion, to:

- extend the period of time during which the Invitation shall remain open at any time and from time to time by giving oral or written notice of such extension to the Dealer Manager and the Information and Tender Agent;
- prospectively terminate or withdraw the Invitation at any time; or
- amend the Invitation from time to time in any fashion.

There can be no assurance that Suriname will exercise its right to extend, terminate or amend the Invitation. Please note that the terms of any extension, termination or an amendment of the terms or conditions of the Invitation may vary from the terms of the original Invitation depending on such factors as prevailing interest rates and the principal amount of Securities previously tendered or otherwise purchased.

Any extension, termination or amendment of the Invitation will be followed as promptly as practicable by public announcement thereof. Suriname shall communicate such public announcement by issuing a press release to the News Service. See "*The Invitation—Communications.*"

Procedures for Submitting Offers for Securities

If you wish to tender Securities pursuant to the Invitation, the direct participant in DTC through which you hold your Securities must submit, at or prior to the Expiration Deadline, your offer to tender Securities in the applicable manner described below.

By submitting an Offer with respect to Securities and thereby offering to tender them pursuant to the Invitation, you are deemed to make certain acknowledgments, representations, warranties and undertakings to Suriname, the Dealer Manager and the Information and Tender Agent as set forth under “*Holders’ Representations, Warranties and Undertakings*.”

By tendering Securities pursuant to the Offer, you and any custodial entity that holds your tendered Securities will be deemed to have agreed (i) to the terms and conditions of the Offer as set forth in this Invitation and (ii) that a separate Offer must be completed on behalf of each beneficial owner.

There is no letter of transmittal for the Invitation.

You are advised to check with any custodian or nominee, or other intermediary through which you hold Securities, whether such entity would require the receipt of instructions to participate in, or notice of a revocation of your instruction to participate in, the Offers before the deadlines specified in this Invitation. The deadlines set by your custodian or nominee, or by Euroclear or Clearstream, Luxembourg, for the submission and revocation of tender instructions may be earlier than the relevant deadlines specified in this Invitation.

DTC is the only registered holder of the Securities. DTC facilitates the clearance and settlement of securities transactions through electronic book-entry changes in accounts of DTC participants. DTC participants include securities brokers and dealers, banks, trust companies, clearing corporations and other organizations. If your Securities are held by a broker, dealer, commercial bank, trust company, custodian or other nominee and you desire to tender such Securities in the Invitation, you must promptly contact your nominee and instruct the nominee to tender your Securities on your behalf.

Within two business days after the date of this Invitation, the Information and Tender Agent will establish accounts with respect to the Securities at DTC for purposes of the Invitation. The Information and Tender Agent and DTC have confirmed that the Invitation is eligible for DTC’s Automated Tender Offer Program (“ATOP”), whereby a financial institution that is a participant in DTC’s system may tender Securities by making a book-entry delivery of Securities by causing DTC to transfer Securities into an ATOP account.

To effectively submit Offers and tender Securities, DTC participants should transmit their acceptance through ATOP, and DTC will then edit and verify the acceptance and send an Agent’s Message to the Information and Tender Agent for its acceptance. The term “Agent’s Message” means a message, transmitted by DTC to, and received by, the Information and Tender Agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgment from the tendering participant stating that such participant has accepted the Invitation and agrees to be bound by the terms, conditions and provisions of the Invitation. An Agent’s Message and any other required documents must be transmitted through ATOP to, and received by, the Information and Tender Agent before the Expiration Deadline, as applicable. Any documents in physical form must be sent to the Information and Tender Agent at its address set forth on the back cover of this Invitation. Delivery of the Agent’s Message by DTC will satisfy the terms of the Invitation in lieu of execution and delivery of a letter of transmittal by the participant identified in the Agent’s Message. Accordingly, there is no letter of transmittal for the Invitation.

You are advised to check with any bank, securities broker or other intermediary through which you hold Securities whether such intermediary has a deadline for the receipt of instructions to participate in, or revoke instruction to participate in, the Invitation that is earlier than the deadlines specified in this Invitation.

Delivery of documents to DTC does not constitute delivery to the Information and Tender Agent. The delivery and surrender of the Securities is not effective, and the risk of loss of the Securities does not pass to the Information and Tender Agent, until receipt by the Information and Tender Agent of a properly transmitted Agent’s Message together with all accompanying evidence of authority and any other required documents in a form satisfactory to Suriname. The method of delivery of the Securities and all other required documents, including delivery through DTC and acceptance of an Agent’s Message transmitted through ATOP, is at the option and risk of the tendering holder. In all cases, sufficient time should be allowed for such documents to reach the Information and Tender Agent prior to the Expiration Deadline in order to be eligible to receive the consideration for the tendered and accepted Securities.

Holders of Securities through Euroclear or Clearstream, Luxembourg must also comply with the applicable procedures of Clearstream, Luxembourg or Euroclear, as applicable, in connection with a tender of Securities and must submit their acceptance in sufficient time for such tenders to be made prior to the Expiration Deadline. Clearstream, Luxembourg and Euroclear are indirect participants in the DTC system. Holders should note that Clearstream, Luxembourg and Euroclear may require that action be taken a day or more prior to the Expiration Deadline.

Deadlines

You are responsible for arranging the timely delivery of your Offer pursuant to the procedures above.

None of Suriname, the Dealer Manager or the Information and Tender Agent will be responsible for the communication of Offers by:

- holders of Securities to the direct participant in DTC through which they hold Securities; or
- holders of Securities or the direct participant to the Information and Tender Agent or DTC.

If you hold Securities through a broker, dealer, commercial bank or financial institution, you should consult with that institution as to whether it will charge any service fees.

Irrevocability; Withdrawal Rights

Your Offer will become irrevocable upon the Withdrawal Deadline. However, any Offer may be withdrawn or revised prior to the Withdrawal Deadline by withdrawing the Offer in accordance with the procedures established by, and within the respective deadlines of, DTC.

Suriname reserves the right, in its sole discretion, to delay the Expiration Deadline without extending the Withdrawal Deadline.

For a withdrawal of tendered Securities to be effective, a properly transmitted “Request Message” through ATOP must be received prior to the Withdrawal Deadline by the Information and Tender Agent. Any such notice of withdrawal must:

- specify the name of the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Securities;
- contain the description of the aggregate principal amount represented by such Securities; and
- specify the name and number of the account at the book-entry transfer facility to be credited with withdrawn Securities.

If the Securities to be withdrawn have been delivered or otherwise identified to the Information and Tender Agent, notice of withdrawal is effective immediately upon receipt by the Information and Tender Agent of the “Request Message” through ATOP.

Withdrawal of Securities may only be accomplished in accordance with the foregoing procedures.

Any permitted withdrawal of Securities may not be rescinded. Any Securities validly withdrawn will thereafter be deemed not validly tendered for purposes of the Invitation; *provided, however*, that withdrawn Securities may be re-tendered by again following one of the appropriate procedures described herein at any time prior to the Expiration Deadline.

If you have requested that a custodian submit an Offer on your behalf and you would like to withdraw or revise your Offer, you should contact that custodian and request it to withdraw or revise your Offer prior to the Withdrawal Deadline. You should be aware, however, that the custodian may impose earlier deadlines for withdrawing or revising an Offer in accordance with its procedures. If Suriname does not accept all Offers for any reason pursuant to the terms and conditions of this Invitation, any Offers not so accepted shall automatically be deemed

to be withdrawn. If as a result of the proration specified in “*Acceptance of Offers; Proration; Preference; Denomination; Rounding*” Suriname does not accept some or all of your Securities tendered for cash, any Offers not so accepted shall automatically be deemed to be withdrawn.

Acceptance of Offers; Proration; Preference; Denomination; Rounding

The Securities may be tendered only in principal amounts equal to minimum denominations of U.S.\$1.00 and integral multiples of U.S.\$1.00 in excess thereof. Holders who do not tender all of their Securities must ensure that they retain a principal amount of Securities amounting to at least the minimum denomination.

Suriname reserves the right, in its sole discretion, not to accept any or all Offers, to modify the Purchase Price upon the terms and conditions described herein, to establish a maximum purchase amount, to accept only a portion of Securities tendered, or to extend or terminate the Invitation for any reason.

Acceptance of tenders of Securities may be subject to proration if, at the sole discretion of Suriname, Suriname establishes a maximum purchase amount.

In the event that proration of tendered Securities is required, the principal amount of each holder’s validly tendered Securities accepted for purchase will be determined by multiplying each holder’s tender of Securities by the proration factor, and rounding the product down to the nearest U.S.\$1.00. If, due to proration, less than the minimum denomination would be returned to the holders, then Suriname will either accept all or reject all of the tendered amount.

If proration of the tendered Securities is required, Suriname will announce results of such proration on the Acceptance Date as described in “— *Communications*” below. Holders may obtain such information from the Information and Tender Agent and the Dealer Manager and may be able to obtain such information from their brokers. Any Securities tendered pursuant to an Offer that are not accepted and purchased by Suriname as a result of the operation of any applicable proration provisions shall be promptly returned to the relevant tendering holders following the Acceptance Date.

Once Suriname has announced by means of the News Service the acceptance of Offers in accordance with the terms of the Invitation, Suriname’s acceptance will, subject to the conditions to the Invitation, including the Financing Condition, be irrevocable and Offers, as so accepted, will constitute binding obligations of the submitting holders and Suriname to settle the Invitation, in the manner described under “— *Settlement*” below, subject in each case to the conditions described under “—*Conditions to the Invitation*” below, including the Financing Condition.

Settlement

On the Settlement Date (expected to be November 4, 2025), subject to the conditions set forth herein, Suriname will purchase validly tendered and accepted Securities from holders. Payment for Securities purchased pursuant to the Invitation will be made by the deposit of the Purchase Price, plus Accrued Interest, in immediately available funds by or on behalf of Suriname on the Settlement Date with DTC. Such payment will only be made by DTC to the relevant direct participant and the making of such payment by or on behalf of Suriname to DTC and by DTC to the relevant direct participant will satisfy the obligations of Suriname and DTC in respect of the purchase of such Securities as applicable. For purposes of the Invitation, Suriname will be deemed to have accepted for purchase validly tendered Securities that have not been validly withdrawn if, as and when, Suriname gives oral (confirmed in writing) or written notice thereof to the Information and Tender Agent.

Suriname expressly reserves the right, in its sole discretion, to delay acceptance for purchase of, or payment for, Securities if any of the conditions to the Invitation shall not have been satisfied or waived, or in order to comply, in whole or in part, with any applicable law. See “— *Conditions to the Invitation*.”

If any tendered Securities are not purchased pursuant to the Invitation for any reason, such Securities not purchased will be promptly credited to the account from which it came at DTC after the expiration or termination of the Invitation.

Holders whose Securities are accepted for purchase pursuant to the Invitation will be entitled to receive the Purchase Price plus Accrued Interest. Under no circumstances will any additional interest or other accrued amounts

be payable because of any delay in the transmission of funds to the holders of purchased Securities or otherwise, other than any delay by Suriname paying DTC. The determination by Suriname of any calculation or quotation made with respect to the Invitation shall be conclusive and binding on you, absent manifest error.

Tendering holders of Securities purchased in the Invitation will not be obligated to pay brokerage commissions to Suriname, the Dealer Manager or the Information and Tender Agent. If your Securities are held through a broker or other nominee who tenders the Securities on your behalf, such broker or nominee may charge you a commission for doing so. You should consult with your broker or nominee to determine whether any charges will apply.

Conditions to the Invitation

Notwithstanding any other provision of the Invitation, Suriname will not be required to consummate the Invitation if any of the following conditions occurs:

- the New Notes Offering is not consummated concurrently or earlier, such that Suriname receives sufficient funds from such offering, in light of the intended use of proceeds for the New Notes Offering, to meet its obligations in connection with this Invitation, as well as its other obligations under the New Notes Offering (the “Financing Condition”);
- any threatened, instituted or pending action or proceeding before any court or governmental, regulatory or administrative body which:
 - makes or seeks to make illegal the acceptance of payment of, or payment for, any of the Securities pursuant to the Invitation;
 - would or might result in a delay in, or restrict, the ability of Suriname to accept for payment or pay for any of the Securities; or
 - imposes or seeks to impose limitations on the ability of Suriname to repurchase or cancel the Securities;
- any general suspension of, or limitation on, trading in securities in the United States, or Suriname, including in the over-the-counter market;
- a material impairment in the general trading market for debt securities;
- a commencement or escalation of a war, armed hostilities or other national or international crisis directly or indirectly relating to Suriname, the European Union or the United States; or
- any material adverse change or development, including a prospective change or development, in the general economic, political, financial, currency exchange or market conditions in the United States, Suriname or in securities or financial markets generally.

Each of the foregoing conditions is for the sole benefit of Suriname and may be waived by Suriname, in whole or in part, at any time and from time to time, in its discretion. Any determination by Suriname concerning the conditions set forth above (including whether or not any such condition has been satisfied or waived) will be final and binding upon all parties.

If any of the foregoing conditions is not satisfied, Suriname may in its sole discretion:

- terminate the Invitation at any time before the Settlement Date and return all tendered Securities to the holders thereof as promptly as practicable following termination;
- modify, extend or otherwise amend the Invitation and retain all Securities tendered at any time before the Expiration Deadline of the Invitation, subject, however, to the withdrawal rights (prior to the Withdrawal Deadline) of the holders; or

- waive the unsatisfied conditions with respect to the Invitation and accept some or all Securities tendered and not previously withdrawn.

Market for the Securities

Suriname will cancel Securities purchased pursuant to the Invitation following the Settlement Date. Accordingly, the tender of Securities pursuant to the Invitation will reduce the aggregate principal amount of Securities that otherwise might trade in the public market, which could adversely affect the liquidity and market value of the remaining Securities not offered or accepted pursuant to the Invitation. Securities not tendered pursuant to the Invitation will remain outstanding.

Communications

Information about the Invitation will be published, to the extent provided in this document, by means of press releases to the News Service.

Holders may obtain information about the Invitation by contacting the Dealer Manager or the Information and Tender Agent at the addresses and telephone numbers listed on the inside back cover of this document. Requests for additional copies of this Invitation and requests for assistance relating to the procedures for submitting Offers for Securities may be directed to the Information and Tender Agent at the address, email address and telephone numbers on the inside back cover page of this Invitation. Documents relating to the Invitation, including this Invitation are also available at <https://www.gbsc-usa.com/suriname>. Requests for assistance relating to the terms and conditions of the Invitation may be directed to the Dealer Manager at its address and telephone numbers on the inside back cover page of this Invitation. If a broker, dealer, commercial bank, trust company, custodian or other nominee holds your Securities, you may contact your nominee for assistance regarding the Invitation.

Certain Other Matters

Each valid Offer of Securities will constitute your binding agreement to settle your tender on the Settlement Date. Suriname's acceptance of an Offer by you with respect to any Securities will constitute the agreement by you to deliver good and marketable title to such Securities on the Settlement Date free and clear of all liens, charges, claims, encumbrances, interests, rights of third parties and restrictions of any kind.

All questions as to the validity, form and eligibility (including time of receipt), of any Offers or of any acceptance or settlement thereof will be determined by Suriname, in its sole discretion, which determination shall be final and binding. Suriname reserves the absolute right, in its sole discretion, to reject any and all Offers not in proper form or for which the corresponding settlement, in its opinion, would be unlawful. Suriname also reserves the right to waive any defects, irregularities or conditions in acceptances and settlement with regard to any particular Securities.

None of Suriname, the Dealer Manager or the Information and Tender Agent or any other person will be under any duty to give notice to holders tendering Offers of Securities of any defects or irregularities in such Offers, nor shall any of them incur any liability for failure to give such notice.

Suriname reserves the right at any time or from time to time following completion or cancellation of the Invitation to purchase Securities (including, without limitation, those tendered pursuant to this Invitation but not accepted), in the open market, in privately negotiated transactions, through subsequent tender offers or pursuant to repayment or redemption provisions or otherwise, which may be on terms that may be more or less favorable than those contemplated by the Invitation. The making of any such new offers and the issuance of any new invitation will depend on various factors, including interest rates prevailing at such time and the principal amount of Securities retired pursuant to the Invitation.

THE NOTES

The following chart sets forth certain summary information with respect to the outstanding Securities:

Securities	Original Principal Amount Issued	Outstanding Principal Amount as of October 23, 2025	Maturity Date
7.95% Cash / PIK Notes due 2033	U.S.\$659,890,000.00	U.S.\$693,770,384.00	July 15, 2033

The foregoing description does not purport to be complete and is qualified in its entirety by the applicable documentation for the Securities, copies of which are on file and available for inspection at the office of the trustee for the Securities.

Specified Denominations

Securities may be tendered and accepted only in the original principal amounts equal to the authorized denominations as set forth in the following table:

Securities	Rule 144A Securities		Regulation S Securities		Minimum Denomination	Integral Multiples
	CUSIP	ISIN	CUSIP	ISIN		
7.95% Cash / PIK Notes due 2033	86886PAC6	US86886PAC68	P68788 AC5	USP68788AC53	U.S.\$1.00	U.S.\$1.00

Holders who tender less than all of their Securities must continue to hold Securities in at least the original minimum authorized denominations illustrated above.

TAXATION

General

A tender of Securities pursuant to this Invitation may be a taxable transaction under the laws applicable to a holder of Securities. Holders should consult their own tax advisors to determine the particular tax consequences that apply to them in respect of the sale of Securities.

Surinamese Tax Consequences Associated with the Securities

The summary contains a description of the principal Suriname tax consequences of the purchase, ownership and disposition of the Securities. This summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase Securities and does not address all tax considerations that may be relevant to all categories of prospective purchasers of the Securities, some of whom may be subject to special rules. This summary does not describe any tax consequences arising under the laws of any state, locality or taxing jurisdiction other than Suriname. The information set forth below is a summary only. This summary is based on the tax laws of Suriname as in effect on the date of this Offering Memorandum, as well as regulations, rulings and decisions of Suriname available on or before such date and now in effect. All of the foregoing is subject to change, which change could apply retroactively and could affect the continued validity of the summary.

Capital Duty/Stamp Duty

Suriname does not levy a capital duty. Consequently, no capital duty will be due with the issuance of the Securities. Furthermore, based on the Stamp Tax Ordinance, no stamp tax will be due with respect to the issuance of the Securities.

Withholding Tax

Suriname does not levy withholding tax on interest payments. Consequently, interest payments on the Securities will not be subject to Surinamese withholding taxes.

Individual Income Tax

Based on the Income Tax Act of 1922, a non-resident individual holder of the Securities will not be subject to Surinamese income tax for interest income or for capital gains realized on the disposition of the Securities. A resident individual holder of the Securities will be subject to Surinamese income tax for interest income but not for capital gains realized on the disposition of the Securities.

Corporate Income Tax

A non-resident corporate holder of the Securities will not be subject to Surinamese corporate income tax for interest income or for capital gains realized on the disposition of the Securities, provided that it has not been engaged in trade or business through a permanent establishment in Suriname. A resident corporate holder of the Securities will be subject to Surinamese corporate tax for interest income and capital gains realized on the disposition of the Securities.

U.S. Federal Income Taxation

The following is a summary of certain U.S. federal income tax consequences of a disposition of Securities pursuant to the Invitation that may be relevant to a beneficial owner of Securities that is a “U.S. holder” (as defined below). This summary is for general information purposes only and does not purport to be a comprehensive description of all of the tax consequences that may be relevant to a U.S. holder’s decision to participate in the Invitation in light of such holder’s individual circumstances. This summary also does not address the U.S. federal income tax consequences to (i) persons that are not U.S. holders, (ii) persons that may be subject to special treatment under U.S. federal income tax law, such as partnerships (or other entities or arrangements treated as partnerships for U.S. federal income tax purposes) and the partners therein, banks, insurance companies, thrift institutions, regulated investment companies, real estate investment trusts, tax-exempt organizations, traders in securities that elect to mark their positions to market and dealers in securities or currencies controlled foreign corporations, passive foreign investment companies, certain U.S. expatriates or former long-term U.S. residents, and non-resident alien individuals present in

the United States for more than 182 days in a taxable year, (iii) persons that hold Securities as part of a position in a “straddle” or as part of a “hedging”, “conversion” or other integrated investment transaction for U.S. federal income tax purposes, (iv) persons whose functional currency is not the U.S. dollar, (v) persons that have purchased or will sell the Securities as part of a wash sale for tax purposes, (vi) persons subject to special tax accounting rules under Section 451(b) of the Code (as defined below), (vii) persons that do not hold Securities as capital assets within the meaning of Section 1221 of the Code (generally, assets held for investment), (viii) U.S. holders holding the Securities in connection with a trade or business outside of the United States, or (ix) U.S. citizens or lawful permanent residents living abroad. Further, this summary does not address the alternative minimum tax (including the corporate alternative minimum tax on financial statement income), the Medicare tax on net investment income or other aspects of U.S. federal income or U.S. state, local or non-U.S. taxation that may be relevant to a U.S. holder in light of its particular circumstances.

This summary also does not address the tax consequences to U.S. holders of participating simultaneously in the Invitation and the New Notes Offering. U.S. holders participating in both the New Notes Offering and the Invitation should consult their own tax advisors regarding the U.S. federal income tax consequences of such simultaneous participation.

This summary is based on the U.S. Internal Revenue Code of 1986, as amended (the “Code”), regulations promulgated thereunder by the U.S. Department of the Treasury (“Treasury Regulations”), and administrative and judicial interpretations thereof, as of the date hereof, all of which are subject to change, possibly on a retroactive basis. No ruling is being requested from the U.S. Internal Revenue Service (the “IRS”) with respect to the U.S. federal income tax consequences of a sale of the Securities pursuant to the Invitation, and no assurance can be given that the IRS or the courts will agree with the discussions and conclusions set forth herein.

For purposes of this discussion, a “U.S. holder” is a beneficial owner of Securities that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- an entity treated as a corporation created or organized in or under the laws of the United States or any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust (A) if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more “United States persons” (as defined in the Code) has authority to control all substantial decisions of the trust, or (B) that was in existence on August 20, 1996 and has made a valid election under applicable Treasury Regulations to be treated as a U.S. trust.

If a partnership (or other entity or arrangement treated as a partnership for U.S. federal income tax purposes) participates in the Invitation, the U.S. federal income tax treatment of a partner in that partnership generally will depend on the status of the partner and the activities of the partnership. Partnerships (or other entities or arrangements treated as partnerships for U.S. federal income tax purposes) and partners in those partnerships should consult their own tax advisors regarding the U.S. federal income tax consequences of the Invitation.

EACH BENEFICIAL OWNER OF SECURITIES IS URGED TO CONSULT ITS OWN TAX ADVISOR REGARDING THE SPECIFIC U.S. FEDERAL, STATE, LOCAL AND NON-U.S. INCOME AND OTHER TAX CONSEQUENCES OF THE INVITATION.

Failure to Participate in the Invitation

If a U.S. holder does not accept this Invitation and submit an Offer in respect of its Securities, the Invitation generally should not affect the U.S. federal income tax treatment of such holder’s Securities and such holder should not recognize any gain or loss for U.S. federal income tax purposes.

Sales of Securities Pursuant to the Invitation

Because the Securities provided for the accrual of PIK interest, they were deemed to have been issued with original issue discount (“OID”) for U.S. federal income tax purposes. In addition, initial holders of the Securities received them in exchange for certain other notes issued by Suriname in a taxable exchange in which the “issue price” and initial adjusted tax basis of the Securities to such initial holder were calculated with reference to their fair market value at the time of issuance. Holders acquiring Securities after the initial issuance thereof, would have taken an adjusted basis in such Security equal to the cost thereof to such U.S. holder. Further, U.S. holders may have acquired the Securities with “market discount”, “acquisition premium” or “amortizable bond premium”, as discussed more fully below.

Sales of the Securities by U.S. holders pursuant to the Invitation generally will be taxable transactions for U.S. federal income tax purposes. Subject to the discussion of the acquisition premium, bond premium and market discount rules below, a U.S. holder generally will recognize capital gain or loss for U.S. federal income tax purposes in an amount equal to the difference, if any, between the amount realized and the U.S. holder’s adjusted tax basis in the Securities sold pursuant to the Invitation at the time of sale. The amount realized on a sale of Securities for U.S. federal income tax purposes will be equal to the cash received by a U.S. holder (other than amounts attributable to accrued but unpaid interest, which will be taxed as such as ordinary income to the extent not previously included in income).

A U.S. holder’s initial adjusted tax basis in a Security (as described above) would be increased by the amount of any market discount and the net of any OID previously included in gross income by the U.S. holder and reduced (but not below zero) by the amount of any amortizable bond premium previously amortized by the U.S. holder with respect to the Security and by any payments other than payments of qualified stated interest (defined as stated interest that is unconditionally payable in cash or property (other than Suriname’s debt instruments) at least annually at a single fixed rate with certain exceptions for first or final interest payments). If a portion of the Securities tendered by a U.S. holder is not accepted for purchase by Suriname as a result of proration, U.S. holders that purchased Securities at a different price or time should consult their tax advisors in order to ascertain their adjusted tax basis in the Securities sold pursuant to the Invitation.

Except to the extent that any gain is recharacterized as ordinary income pursuant to the market discount rules discussed below, any gain or loss generally will be capital gain or loss (and will be long-term capital gain or loss if the U.S. holder held the Security for more than one year at the Settlement Date). Certain non-corporate U.S. holders (including individuals) generally are eligible for preferential rates of U.S. federal income taxation in respect of long-term capital gains. The deductibility of capital losses is limited under the Code. Any gain or loss recognized by a U.S. holder generally should be treated as U.S.- source gain or loss, and any amount attributable to accrued but unpaid interest generally should be treated as “foreign-source income” for U.S. foreign tax credit purposes. U.S. holders should consult their own tax advisors as to the foreign tax credit implications of a disposition of the Securities.

In general, if a U.S. holder acquired the Securities with market discount, any gain realized in the Invitation will be treated as ordinary income to the extent of the portion of the market discount that has accrued while the U.S. holder held such Securities, unless the U.S. holder has elected to include market discount in income currently as it accrues. A U.S. holder generally will be treated as having acquired the Securities with market discount if the principal amount of the Securities exceeds the U.S. holder’s purchase price of such Securities by more than a statutory *de minimis* amount. Market discount will be considered to accrue ratably during the period from the date of the U.S. holder’s acquisition of the Securities to the maturity date thereof, unless the U.S. holder has made an election to accrue market discount on a constant yield basis. If a U.S. holder has elected to include accrued market discount in income as it accrues, no additional market discount needs to be taken into account with respect to the sale of the Securities pursuant to the Invitation. U.S. holders are urged to consult their own tax advisors as to the portion of their gain, if any, that would be taxable as ordinary income under the market discount rules.

A U.S. holder will be treated as having acquired the Securities with “bond premium” if, immediately after acquiring such Securities, the U.S. holder’s adjusted basis in the Securities exceeded the amount payable on maturity of the Securities (other than stated interest). If a U.S. holder elected to amortize such bond premium, the amount required to be included in such U.S. holder’s income each year with respect to interest on the Securities was reduced by the amount of amortizable bond premium allocable (based on the Securities’ yield to maturity) to that year. As described above, a U.S. holder’s adjusted tax basis in the Securities is decreased by any amortized bond premium

applied to reduce interest on the Securities. U.S. holders who acquired their Securities other than in the initial offering are urged to consult their own tax advisers with regard to the applicability of the bond premium rules to their particular situation.

A U.S. holder that purchased a Security for an amount less than or equal to the sum of all amounts payable on the Security after the purchase date other than payments of qualified stated interest, but in excess of its adjusted issue price (any such excess being “acquisition premium”) would be required to reduce the accrual of daily portions of OID by a fraction, the numerator of which is the excess of the U.S. holder’s adjusted tax basis in the Security immediately after its purchase over the Security’s adjusted issue price, and the denominator of which is the excess of the sum of all amounts payable on the Security after the purchase date, other than payments of qualified stated interest, over the Security’s adjusted issue price.

Information Reporting and Backup Withholding

Information reporting requirements may apply to payments made in respect of Securities sold pursuant to the Invitation unless a U.S. holder falls within certain exempt categories and, when required, demonstrates this fact. In addition, backup withholding may apply to such payments unless a U.S. holder (i) provides its correct taxpayer identification number, (ii) certifies that it is not currently subject to backup withholding, and (iii) otherwise complies with applicable requirements of the backup withholding rules. U.S. holders should consult their tax advisors as to their qualification for exemption from backup withholding and the procedure for obtaining such exemption. Backup withholding is not an additional tax. Amounts withheld under the backup withholding rules may be allowed as a credit or refund against a U.S. holder’s U.S. federal income tax liability, if any, provided that the required information is furnished to the IRS in a timely manner.

JURISDICTIONAL RESTRICTIONS

The distribution of the Invitation and the transactions contemplated hereby may be restricted by law in certain jurisdictions. Persons into whose possession this Invitation come are required by Suriname and the Dealer Manager to inform themselves of and to observe any of these restrictions. Each person accepting the Invitation shall be deemed to have represented, warranted and agreed (in respect of itself and any person for whom it is acting) that it is not a person to whom it is unlawful to make an Invitation pursuant to this Invitation (including under the applicable securities laws referenced below), it has not distributed or forwarded this Invitation or any other documents or materials relating to the Invitation to any such person, and it has (before offering the Securities for exchange) complied with all laws and regulations applicable to it for the purposes of its participation in the Invitation.

This Invitation does not constitute, and may not be used in connection with, an offer or solicitation by anyone in any jurisdiction in which an offer or solicitation is not authorized or in which the person making an offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make an offer or solicitation. Neither Suriname nor the Dealer Manager accepts any responsibility for any violation by any person of the restrictions applicable in any jurisdiction.

In any jurisdiction in which the Invitation is required to be made by a licensed broker or dealer and in which any Dealer Manager or any of its affiliates is so licensed, it shall be deemed to be made by the Dealer Manager or such affiliates.

European Economic Area

The Invitation is not intended to be offered, or otherwise made available to and should not be offered or otherwise made available to any retail investor in the European Economic Area (“EEA”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “MiFID II”); or (ii) a customer within the meaning of Directive 2016/97/EC (as amended, the “Insurance Distribution Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “PRIPs Regulation”) for offering or selling the Securities or otherwise making them or the Invitation available to retail investors in the EEA has been prepared and therefore making the Invitation or offering or selling the Securities or otherwise making them or the Invitation available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

United Kingdom

The Invitation is not intended to be offered, or otherwise made available to and should not be offered or otherwise made available to any retail investor in the United Kingdom (“UK”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the “EUWA”); (ii) a customer within the meaning of the provisions of the UK Financial Services and Markets Act 2000 (as amended, the “FSMA”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the “UK PRIIPs Regulation”) for offering or selling the Securities or otherwise making them or the Invitation available to retail investors in the UK has been prepared and therefore making the Invitation or offering or selling the Securities or otherwise making them or the Invitation available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

The communication of this Invitation and any other offer material relating to the Invitation are not being made, and such documents and/or materials have not been approved, by an authorized person for the purposes of section 21 of the FSMA. Accordingly, such documents and/or materials are not being distributed to, and must not be passed on to, the general public in the UK. The communication of such documents and/or materials is exempt from the restriction on financial promotions under section 21 of the FSMA on the basis that it is only directed at and may be communicated to persons (i) who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) (the “Financial Promotion Order”), (ii) who fall within Article 49(2)(a) to (d) (“high net worth companies, unincorporated

associations etc.”) of the Financial Promotion Order, (iii) who are outside the UK, or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) in connection with the issue or sale of any securities, including this Invitation, may otherwise lawfully be communicated in accordance with the Financial Promotion Order (such persons together being “relevant persons”). Any investment or investment activity to which this Invitation or these other documents and/or materials relate are available only to relevant persons and will be engaged in only with relevant persons. Any person who is not a relevant person should not act or rely on this Invitation or these other documents and/or materials or any of its or their contents.

Belgium

Neither the Invitation nor any brochure material or document related thereto have been, or will be, submitted or notified to, or approved by, the Belgian Financial Services and Markets Authority (*Autorité des services et marchés financiers/Autoriteit voor Financiële Diensten en Markten*). In Belgium, the Invitation does not constitute a public offering within the meaning of Articles 3, §1, 1° and 6, §3 of the Belgian Law of April 1, 2007 on takeover bids (*loi relative aux offres publiques d'acquisition/wet op de openbare overnamebiedingen*, the “Takeover Law”), as amended from time to time.

Accordingly, the Invitation may not be, and is not being advertised and this Invitation as well as any brochure, or any other material or document relating thereto (including any memorandum, information circular, brochure or any similar document) may not, have not and will not be distributed, directly or indirectly, to any person located and/or resident within Belgium other than to qualified investors (*investisseurs qualifiés/gekwalificeerde beleggers*) within the meaning of Article 2, e) of Regulation (EU) 2017/1129 acting on their own account. Accordingly, the information contained in this Invitation or in any brochure or any other document or materials relating thereto may not be used for any other purpose, including for any offering in Belgium, except as may otherwise be permitted by law, and shall not be disclosed or distributed to any other person in Belgium other than qualified investors acting on their own account who are not consumers.

France

The Invitation has not been offered nor will be offered, directly or indirectly, to the public in France; the materials relating to the Invitation have not been distributed or caused to be distributed, and will not be distributed or caused to be distributed, to the public in France; and only qualified investors (*investisseurs qualifiés*), as defined in Articles L. 411-2 and D. 411-1, of the French *Code monétaire et financier* who are acting for their own account and are not individuals and the other legal entities referred to in Articles L. 341-2 1° and D. 341-1 of the French *Code monétaire et financier* are eligible to participate in the Invitation. The Invitation has not been and will not be submitted to the clearance procedures (*visa*) of nor approved by the *Autorité des marchés financier*.

Italy

None of the Invitation or any other documents or materials related to the Invitation have been or will be submitted to the clearance procedure of the *Commissione Nazionale per le Società e la Borsa* (“CONSOB”) pursuant to Italian laws and regulations and, accordingly, the Invitation may not be promoted, and copies of this Invitation may not be delivered, to Holders resident or located in Italy, other than (i) to qualified investors (*investitori qualificati*) (as defined in Article 26, paragraph 1, letter d) of CONSOB Regulation No. 16190 of October 29, 2007, as amended (the “Intermediaries Regulation”), pursuant to Article 35-bis, paragraph 3 of CONSOB Regulation No. 11971 of May 14, 1999, as amended, or (ii) in any other circumstances where an express exemption from compliance with the restrictions on public offers to purchase applies.

Holder or beneficial owners of the Securities may tender their Securities through authorized persons (such as investment firms, banks or financial intermediaries permitted to conduct such activities in Italy in accordance with the Italian Legislative Decree No. 58 of February 24, 1998, as amended, the Intermediaries Regulation and Italian Legislative Decree No. 385 of September 1, 1993, each as amended) and in compliance with any other applicable laws and regulations or with any requirements imposed by CONSOB or any other Italian authority.

HOLDERS' REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

By tendering Securities through DTC and delivering an Agent's Message through ATOP, each holder of Securities shall be deemed to agree with, and acknowledge, represent, warrant and undertake (on behalf of itself and of any person for whom it is acting) to Suriname, the Dealer Manager and the Information and Tender Agent, on each of the Expiration Deadline and the Settlement Date, as set forth below. If any holder of such Securities or the direct participant is unable to give these acknowledgements, agreements, representations, warranties and undertakings, such holder or direct participant is not permitted to participate in the Invitation and, if it has taken any steps to do so, should contact the Information and Tender Agent immediately.

- (1) It has received, reviewed this Invitation and understood and accepted the terms and conditions of the Invitation and distribution restrictions, all as described in this Invitation.
- (2) It understands that the tender of Securities pursuant to any of the procedures set forth in this document will constitute its acceptance of the terms and conditions of the Invitation.
- (3) It is assuming all the risks inherent in participating in the Invitation, and has undertaken all the appropriate analysis of the implications of the Invitation, without reliance on Suriname, the Dealer Manager, the Information and Tender Agent or any of their respective directors or employees.
- (4) Upon the terms and subject to the conditions of the Invitation, it has submitted one or more Offers with respect to the principal amount of Securities to the Information and Tender Agent, subject to and effective on the acceptance for purchase by Suriname in respect of such Securities pursuant to the Invitation, it renounces all right, title and interest in and to all such Securities accepted for purchase pursuant to the Invitation and waives and releases any rights or claims it may have against Suriname with respect to any such Securities or the Invitation.
- (5) It has (a) arranged for a direct participant in DTC to deliver tender instructions with respect to the Securities to DTC in the manner specified in the Invitation prior to the Expiration Deadline, (b) authorized DTC in accordance with its procedures and deadlines, to (i) cancel such Securities (or such lesser portion as shall be accepted for tender by Suriname) upon receipt of an instruction from the Information and Tender Agent on the settlement date to have such Securities cancelled and (ii) disclose the name of the direct participant and information about the foregoing instructions with respect to such Securities, and (c) further authorized the Information and Tender Agent to instruct DTC as to the aggregate principal amount of such Securities that shall have been accepted for tender by Suriname.
- (6) It has full power and authority to accept the Invitation and tender, sell, assign and transfer the Securities tendered, and that, if such Securities are accepted for purchase then (i) on the Settlement Date, it will deliver good and marketable title thereto, free and clear of all liens, charges, claims, interests, rights of third parties, encumbrances and restrictions of any kind and such Securities will not be subject to any adverse claim or right; and (ii) it will, upon request, execute and deliver additional documents and/or do such other things deemed by the Dealer Manager, the Information and Tender Agent or Suriname to be necessary or desirable to complete the sale, assignment and transfer of the Securities tendered or to evidence such power and authority.
- (7) It understands that the delivery and surrender of any Securities is not effective until receipt by the Information and Tender Agent of an Agent's Message properly completed and duly executed, together with all accompanying evidence of authority and any other required documents in form satisfactory to Suriname. All questions as to form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Securities will be determined by Suriname, in its sole discretion, which determination shall be final and binding.
- (8) All authority conferred or agreed to be conferred pursuant to its acknowledgements, agreements, representations, warranties, undertakings and directions, and all of its obligations shall be binding upon it, its successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives, and shall not be affected by, and shall survive, its death or incapacity.

- (9) It understands that an acceptance for payment of Securities pursuant to any of the procedures described in this document will constitute a binding agreement between such holder and Suriname in accordance with the terms and subject to the conditions of the Invitation.
- (10) It understands that Suriname may, at its sole discretion, extend, re-open, amend or waive any condition of or terminate the Invitation at any time, and that in the event of a termination of the Invitation, the relevant Securities will be returned to the holder.
- (11) None of Suriname, the Dealer Manager, the Information and Tender Agent, the fiscal agent or trustee for the Securities or any of their respective directors or employees, has given it any information with respect to the Invitation save as expressly set out in this Invitation nor has any of them made any recommendation to it as to whether it should tender Securities for cash in the Invitation, and it has made its own decision with regard to tendering Securities for cash in the Invitation based on any legal, tax or financial advice it has deemed necessary to seek.
- (12) It is not a person to whom it is unlawful to make an Invitation pursuant to this Invitation (including under the applicable securities laws contained under the heading “*Jurisdictional Restrictions*” in this Invitation), it has not distributed or forwarded this Invitation or any other documents or materials relating to the Invitation to any such person, and it has (before tendering the Securities for cash) complied with all laws and regulations applicable to it for the purposes of its participation in the Invitation.
- (13) It shall indemnify Suriname, the Dealer Manager and the Information and Tender Agent against all and any losses, costs, claims, liabilities, expenses, charges, actions or demands which any of them may incur or which may be made against any of them as a result of any breach of any of the terms of, or any of the representations, warranties and/or undertakings given pursuant to, the Invitation (including any acceptance thereof) by any such holder.
- (14) It agrees that accrued but unpaid interest to be paid on the Settlement Date pursuant to the Invitation shall be paid on such Settlement Date and in accordance with the terms set forth in this document notwithstanding any other provision of the Securities.
- (15) It is not an investor located or resident in a Member State of the European Economic Area, or, if it is located or resident in a Member State of the European Economic Area, it is not a retail investor, meaning a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “MiFID II”); or (ii) a customer within the meaning of Directive 2016/97/EC (as amended, the “Insurance Distribution Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.
- (16) It is either located outside of Belgium, or if it is located in Belgium, it (a) qualifies as a qualified investor as defined in Article 6, §3, 1° of the Takeover Law; or it has not been solicited by Suriname or any financial intermediary in connection with the Invitation.
- (17) It is located outside of France, or if it is located or resident in France, it is (i) a qualified investor (*investisseur qualifié*) as defined in Articles L. 411-2, D. 411-1, D. 734-1, D.744-1, D. 754-1 and D. 764-1 of the French *Code Monétaire et Financier* or (ii) one of the legal entities referred to in Articles L.341-2 1° and D.341-1 of the French *Code monétaire et financier*.
- (18) It is located outside of Italy, or if it is located or resident in Italy, it, and any beneficial owner of Securities (or any other person) on whose behalf it is directly or indirectly acting: (i) is not located or resident in Italy or (ii) is a qualified investor (*investitore qualificato*) within the meaning of Article 35-bis, paragraph 3 of CONSOB Regulation No. 11971 of May 14, 1999, as amended.
- (19) It is not located or resident in the United Kingdom (“UK”) or, if it is located or resident in the UK, it is a person (i) who has professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) (the “Financial Promotion Order”), (ii) who falls within Article 49(2)(a) to (d) (“high net

worth companies, unincorporated associations etc.”) of the Financial Promotion Order, or (iii) is a person to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (as amended, the “FSMA”)) in connection with the issue or sale of any securities, including this Invitation, may otherwise lawfully be communicated in accordance with the Financial Promotion Order. Further, it is not a retail investor, meaning a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the “EUWA”); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

- (20) It is not an individual or an entity (a “Person”): (i) that is the subject or target of any Sanctions administered by a Sanctions Authority and the equivalent governmental authorities in Suriname; (ii) that is domiciled, resident, or located in Iran, Cuba, North Korea, or the Crimea, Donetsk, Luhansk, Zaporizhzhia, and Kherson regions of Ukraine or any other country or territory that is the subject or target of Sanctions; (iii) any other Person with whom a U.S. Person may not engage under any Prohibited Nations Act in the absence of specific governmental authorization; or (iv) any Person owned or controlled by persons, entities or other parties referred to in (i) to (iii) (“Sanctioned Person”).

For purposes of this Invitation, the following terms shall mean:

“Sanctions” means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), including the “Specially Designated Nationals and Blocked Person List” as set forth on <https://sanctionssearch.ofac.treas.gov/>, as well as all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the United Nations Security Council, the European Union (EU), His Majesty’s Treasury in the United Kingdom (UK HMT), the Swiss Secretariat for Economic Affairs (SECO), the Hong Kong Monetary Authority (HKMA), the Monetary Authority of Singapore (MAS), the Ministry of Foreign Affairs of Japan, Global Affairs Canada, and the Department of Foreign Affairs and Trade of Australia.

“Sanctions Authority” means any agency or person which is duly appointed, empowered, or authorized to enact, administer, implement and/or enforce Sanctions, including (without limitation): OFAC, the United Nations Security Council, the EU or any of its member states, UK HMT, SECO, HKMA, MAS, the Ministry of Foreign Affairs of Japan, Global Affairs Canada, and the Department of Foreign Affairs and Trade of Australia.

- (21) It acknowledges that Suriname, the Dealer Manager and the Information and Tender Agent will rely upon the truth and accuracy of the foregoing acknowledgments, agreements, representations, warranties and undertakings.

DEALER MANAGER AND INFORMATION AND TENDER AGENT

Suriname has entered into a dealer manager agreement with BofA Securities, Inc. (the “Dealer Manager Agreement”) to act as Dealer Manager for the Invitation. Pursuant to the Dealer Manager Agreement, Suriname has:

- retained the Dealer Manager to act, directly or through affiliates, as the dealer manager in connection with the Invitation;
- agreed to pay a fee to the Dealer Manager as compensation for its services as Dealer Manager in connection with the Invitation; and
- agreed to indemnify the Dealer Manager against certain liabilities and expenses in connection with the Invitation, including liabilities under the U.S. Securities Act of 1933, as amended.

The Dealer Manager Agreement contains various other representations, warranties, covenants and conditions customary for agreements of this sort. The Dealer Manager Agreement is governed by the laws of the State of New York. Any dispute, controversy or claim of any nature arising out of, relating to or having any connection with the Dealer Manager Agreement, including any dispute as to the existence, validity, interpretation, performance, breach, termination or consequences of the nullity of the Dealer Manager Agreement will be referred to any New York State or United States federal court sitting in the City of New York, and any appellate court thereof. See “*Certain Offer Matters – Jurisdiction; Enforcement of Judgments.*”

Global Bondholder Services Corporation will act as Information and Tender Agent in connection with the Invitation. Global Bondholder Services Corporation’s address is 65 Broadway, Suite 404, New York, New York 10006. The Information and Tender Agent will be paid customary fees for its services in connection with the Invitation.

From time to time, the Dealer Manager and its affiliates have provided in the past, and may provide in the future, other investment banking, commercial banking and financial advisory services to us and our affiliates for customary fees and expenses in the ordinary course of business. It is anticipated that the Dealer Manager will act as the initial purchaser for the New Notes Offering. In addition, in the ordinary course of their business activities, the Dealer Manager and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. The Dealer Manager or its affiliates that have a lending relationship with us or our affiliates may hedge or routinely hedge their credit exposure to us consistent with their customary risk management policies. Typically, the Dealer Manager and its affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the Securities. Any such credit default swaps or short positions could adversely affect the future trading price of the Securities. The Dealer Manager and its affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

At any time, the Dealer Manager or an affiliate of the Dealer Manager may trade the Securities and other of our securities for their own accounts, or for the accounts of their customers, and accordingly may hold a long or short position in the Securities or those securities. The Dealer Manager is not obligated to make a market in the Securities.

In connection with the Invitation, Suriname may solicit, or cause to be solicited, tenders by use of postal services, personally or by telephone, electronic mail, facsimile, telegram or other similar methods.

None of the Dealer Manager, the Information and Tender Agent, DTC or any of their respective directors, employees or affiliates assumes any responsibility for the accuracy or completeness of the information concerning the Invitation contained herein or for any failure by Suriname to disclose events that may have occurred and may affect the significance or accuracy of such information.

No Recommendation

NONE OF SURINAME, THE DEALER MANAGER OR THE INFORMATION AND TENDER AGENT MAKES ANY RECOMMENDATION THAT ANY HOLDER TENDER OR REFRAIN FROM TENDERING ALL OR ANY PORTION OF THE PRINCIPAL AMOUNT OF SUCH HOLDER'S SECURITIES, AND NO ONE HAS BEEN AUTHORIZED BY ANY OF THEM TO MAKE SUCH A RECOMMENDATION. HOLDERS MUST MAKE THEIR OWN DECISIONS WHETHER TO TENDER SECURITIES, AND, IF SO, MUST DECIDE ON THE PRINCIPAL AMOUNT OF SECURITIES, IF ANY, TO TENDER.

The Issuer of the Securities is:

Republic of Suriname
acting through the Minister of Finance and Planning
Jamaludin straat No. 26
Paramaribo
Suriname

The Information and Tender Agent for the Invitation is:

Global Bondholder Services Corporation
65 Broadway, Suite 404
New York, New York 10006
In the United States:
+1 855-654-2014 (U.S. toll free) or
+1 212-430-3774
E-mail: contact@gbsc-usa.com
Website: <https://www.gbsc-usa.com/suriname>

Any questions regarding procedures for submitting Offers for Securities or requests for additional copies of this Invitation should be directed to the Information and Tender Agent at the telephone number above. Holders may also contact the Dealer Manager at its telephone numbers set forth below or its broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Invitation.

The Dealer Manager for the Invitation is:

BofA Securities, Inc.
One Bryant Park
New York, New York 10036
United States
Collect: (646) 855-8988
Toll Free: (888) 292-0070

The legal advisors to Suriname are:

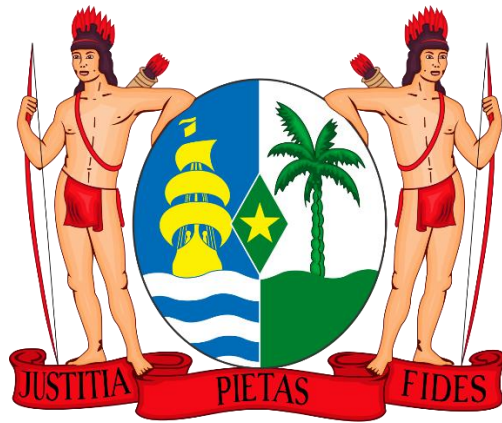
As to United States Law
Morgan Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
United States

As to Surinamese Law
Prosecutor-General of the Court of Justice of Suriname
Limesgracht #92
Paramaribo
Suriname

The legal advisors to the Dealer Manager are:

As to United States Law
Clifford Chance US LLP
375 9th Avenue
New York, New York 10001
United States

As to Surinamese Law
Advocatenkantoor Lim a Po N.V.
Mr. F. H. R. Lim A Po street, No.14
Paramaribo
Suriname



The Republic of Suriname