

INFORMATION MEMORANDUM



*(An association established pursuant to Act No. 35 of 19 March 1898 of The Kingdom of Denmark succeeded as of 1 January 2007 by Act no. 383 of 3 May 2006, as amended, again succeeded as of 1 July 2023 by Act No. 405 of 25 April 2023, as amended of The Kingdom of Denmark)*

**EUR30,000,000,000**  
**Euro Medium Term Note Programme**

for the issue of Notes  
due from one month to 40 years from the date of issue

KommuneKredit (the "**Issuer**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes (the "**Notes**") denominated in such currencies as may be agreed with the Purchaser(s) (as defined below). The Notes will have maturities from one month to 40 years from the date of issue (except as set out herein) and, subject as set out herein, the maximum aggregate nominal amount of all Notes from time to time outstanding will not exceed EUR30,000,000,000 (or its equivalent in other currencies at the time of agreement to issue, subject as further set out herein).

The Notes may be issued in bearer or registered form (respectively "**Bearer Notes**" and "**Registered Notes**") on a continuing basis to one or more of the Dealers specified on page 8 (each, a "**Dealer**" and together, the "**Dealers**", which expressions shall include any additional Dealer appointed under this EUR30,000,000,000 Euro Medium Term Note Programme (the "**Programme**") from time to time). Notes may also be issued directly by the Issuer to persons other than Dealers. Dealers and such other persons are referred to as "**Purchasers**".

This Information Memorandum and any supplement hereto does not comprise a Prospectus for the purposes of Regulation (EU) 2017/1129 (the "**EU Prospectus Regulation**") or Regulation (EU) 2017/1129 as it forms part of United Kingdom ("**UK**") domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**") (the "**UK Prospectus Regulation**").

The Notes are securities which, in the manner set forth in the articles of association of KommuneKredit, are unconditionally and irrevocably guaranteed by the members of KommuneKredit being *kommuner* (municipalities) and *regioner* (regions) of the EU Member State Denmark and therefore, pursuant to Article 1(2)(d) of the EU Prospectus Regulation and Article 1(2)(d) of the UK Prospectus Regulation, are not subject to the EU Prospectus Regulation or the UK Prospectus Regulation.

Application has been made to the Luxembourg Stock Exchange for the Notes to be issued under the Programme during the period of 12 months from the date of this Information Memorandum to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of Directive 2014/65/EU (as amended, "**MiFID II**"). This Information Memorandum constitutes an alleviated prospectus for the purposes of Chapter 2, Part III of the Luxembourg law dated 16 July 2019 on Prospectuses for Securities. Unlisted Notes and Notes listed on other or additional stock exchanges may also be issued under the Programme.

The Programme has been rated Aaa/P-1 by Moody's Investors Service (Nordics) AB ("**Moody's**") and AAA/A-1+ by S&P Global Ratings Europe Limited ("**S&P**"). Each of Moody's and S&P is established in the European Economic Area ("**EEA**") and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**"). Each of Moody's and S&P appears on the latest update of the list of registered credit rating agencies (as of 4 April 2024) on the European Securities and Markets Authority ("**ESMA**") website at <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>. Notes issued under the Programme may be rated or unrated. When a tranche of Notes is rated, such rating will not necessarily be the same as the ratings assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension cancellation, reduction or withdrawal at any time by the assigning rating agency.

**Arranger**

**Deutsche Bank**

**Dealers**

**BMO Capital Markets**  
**BNP PARIBAS**  
**Daiwa Capital Markets Europe**  
**J.P. Morgan**  
**RBC Capital Markets**

**BofA Securities**  
**Citigroup**  
**Deutsche Bank**  
**KommuneKredit**  
**Morgan Stanley**

**4 April 2024**

(This Information Memorandum replaces the Information Memorandum dated 11 April 2023)

The purpose of this Information Memorandum is to give information with regard to the Issuer and the Notes. The Issuer has warranted to the Dealers that, inter alia, this Information Memorandum is true and accurate in all material respects, does not contain any untrue statement of a material fact nor omit to state any material fact known to the Issuer necessary to make the statements herein not misleading and all reasonable enquiries have been made to ascertain such facts and to verify the accuracy of all such statements. The Issuer accepts responsibility accordingly.

This Information Memorandum is to be read in conjunction with all the documents which are deemed to be incorporated herein by reference (see “Documents Incorporated by Reference” on page 6). This Information Memorandum shall be read and construed on the basis that such documents are so incorporated and form part of this Information Memorandum.

The Dealers have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Dealers as to the accuracy or completeness of the financial information contained in this Information Memorandum, or any other financial statements or any further information supplied in connection with the Programme or the Notes. The Dealers accept no liability in relation to the financial or other information contained in this Information Memorandum or any other financial statements or any further information supplied in connection with the Programme or the Notes or their distribution. The statements made in this paragraph are without prejudice to the responsibility of the Issuer under the Programme.

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with this Information Memorandum or any other financial statements or further information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or by any of the Dealers.

Neither this Information Memorandum nor any other financial statements nor any further information supplied in connection with the Programme or the Notes are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer or any of the Dealers that any recipient of this Information Memorandum or any other financial statements or any further information supplied in connection with the Programme or the Notes should purchase any of the Notes. Each investor contemplating purchasing Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. None of this Information Memorandum, any other financial statements or any further information supplied in connection with the Programme or the Notes constitute an offer or invitation by or on behalf of the Issuer, the Dealers or any of them to any person to subscribe for or to purchase any of the Notes.

The delivery of this Information Memorandum does not at any time imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other financial statements or any further information supplied in connection with the Programme or the Notes is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer or any of its subsidiaries during the life of the Programme.

Investors should review, inter alia, the most recent financial statements of the Issuer when deciding whether or not to purchase any of the Notes.

**Singapore SFA Product Classification:** In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the “SFA”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “CMP Regulations 2018”), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

The Issuer and the Dealers do not represent that this document may be lawfully distributed, or that the Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Dealers which would permit a public offering of the Notes or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Information Memorandum nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will

result in compliance with any applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on the same terms.

The distribution of this Information Memorandum and the offer or sale of the Notes may be restricted by law in certain jurisdictions. Persons into whose possession this Information Memorandum or any Notes come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Information Memorandum and/or the offer or sale of the Notes in the United States, the United Kingdom, Japan, Hong Kong, France, Belgium, Canada, Switzerland and Italy (see “Subscription and Sale” on page 106).

MiFID II product governance / target market. The Final Terms in respect of any Notes may include a legend entitled “MiFID II / UK MiFIR Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, “MiFID II”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

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

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

EU PRIIPs / UK PRIIPs – As the Notes are securities which are, in the manner set forth in the articles of association of KommuneKredit, unconditionally and irrevocably guaranteed by the members of KommuneKredit being *kommuner* (municipalities) and *regioner* (regions) of the EU Member State Denmark, Regulation (EU) 1286/2014 (as amended, the “EU PRIIPs Regulation”) and Regulation (EU) 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the “UK PRIIPs Regulation”) will not apply to any Notes issued under the Programme. Accordingly, the Issuer will not prepare a key information document (within the meaning of the EU PRIIPs Regulation and/or the UK PRIIPs Regulation, as applicable) in respect of any Notes issued under the Programme.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, and may include Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States (see “Subscription and Sale” on page 106).

Notice to Canadian Investors - The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Information Memorandum (including any supplement hereto and/or any Final Terms) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of

the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

In this Information Memorandum, references to "DKK" and "Kroner" are to Danish kroner, references to "€" or "EUR" are to euro, references to "\$", "U.S.\$" and "U.S. dollars" are to United States dollars, references to "£" and "Sterling" are to pounds Sterling and references to "yen" are to Japanese yen.

In connection with the issue of any Tranche (as defined on page 43) of Notes, the Dealer or Dealers (if any) named as Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the relevant Final Terms (as defined on page 7) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a higher level than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) will undertake stabilisation action. Any stabilising action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment shall be conducted by the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

None of the Arranger, the Dealers or any of their respective affiliates accepts any responsibility for any social, environmental, and sustainability assessment of any Notes issued under the Programme as green bonds ("Green Bonds") or makes any representation or warranty or assurance whether such Notes will fulfil social, environmental and sustainability criteria regarding such "green" or similar labels required by prospective investors.

The Issuer's green bond framework as amended and/or supplemented from time to time (the "Green Bond Framework") will be available on the Issuer's website: <https://kommunekredit.com/green-bonds/green-bond-framework/>. The Green Bond Framework may be subject to review and change and may be amended updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Information Memorandum.

None of the Green Bond Framework, the Second Party Opinion, any other certification, report or opinion relating to the Green Bond Framework and/or Notes issued as Green Bonds, any document referred to in any of the foregoing, or the contents of any website referred to herein or therein are, or are deemed to be, incorporated in, or form part of, this Information Memorandum and/or any Final Terms relating to Notes issued as Green Bonds.

In the event any such Notes are, or are intended to be, listed or admitted to trading on a dedicated "green" or other equivalently-labelled segment of a stock exchange of securities market, no representation or assurance is given by the Arranger, the Dealers, the Issuer or any of their respective affiliates that such listing or admission will be obtained or maintained for the lifetime of the Notes.

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## **DOCUMENTS INCORPORATED BY REFERENCE**

The following documents shall be deemed to be incorporated in, and to form part of, this Information Memorandum:

- (1) the published annual report for 2023 (which includes audited financial statements) and, if published, the interim consolidated statement (which shall not be audited) of the Issuer from time to time; and
- (2) all supplements to this Information Memorandum circulated by the Issuer from time to time in accordance with the undertaking described below given by it in the Programme Agreement (as defined in "Subscription and Sale" on page 106);

save that any statement contained herein or in a document all or the relative portion of which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in any such subsequent document all or the relative portion of which is or is deemed to be incorporated by reference herein modifies or supersedes such earlier statement.

The Issuer will provide, without charge, to each person to whom a copy of this Information Memorandum has been delivered, upon the oral or written request of any such person, a copy of any or all of the documents which, or portions of which, are incorporated herein by reference. Written or oral requests for such documents should be directed to the Issuer at its registered office set out at the end of this Information Memorandum. In addition, such documents will be available, free of charge, from the principal office in Luxembourg of Banque Internationale à Luxembourg S.A. in its capacity as listing agent or such other listing agent as may be appointed from time to time (the "Listing Agent") for the Listed Notes (as defined below).

The Issuer has given an undertaking in connection with the listing of the Notes on the Luxembourg Stock Exchange to the effect that after the submission of this Information Memorandum to the Luxembourg Stock Exchange and during the duration of the Programme it shall publish an amendment, supplement or a new Information Memorandum as may be required by the rules of the Luxembourg Stock Exchange in the event of any material adverse changes in the business, financial condition or otherwise, of the Issuer and its subsidiaries set out in this Information Memorandum and shall promptly supply to each Dealer and the Luxembourg Stock Exchange such number of copies of the amendment, supplement or new Information Memorandum (as the case may be) as such Dealer or the Luxembourg Stock Exchange may reasonably request.

The documents incorporated by reference are available for viewing at <http://www.luxse.com>.

## DESCRIPTION OF THE PROGRAMME

The Issuer, subject to compliance with all relevant laws, regulations and directives, may, from time to time, issue Notes denominated in such currencies as may be agreed with the relevant Purchaser(s).

The issue price, form of notes, issue date, maturity date, nominal amount, interest rate (if any) applicable to a Note and any other relevant provisions of such Note will be agreed between the Issuer and the relevant Purchaser(s) at the time of agreement to issue and will be specified in the Final Terms (the "Final Terms"), as more fully described under "Form of the Notes" which, with respect to each Tranche (as defined on page 43) of Notes which is to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange (the "Listed Notes"), will be delivered to the EU regulated market of the Luxembourg Stock Exchange on or before the date of issue of such Tranche.

Subject as set out herein, this Information Memorandum and any supplement hereto will only be valid for listing Notes if the aggregate of the principal amount of those Notes and all Notes outstanding as at the date of issue of those Notes does not exceed EUR30,000,000,000 (or its equivalent in the other currencies specified herein) outstanding at any one time, calculated by reference to the Exchange Rate prevailing at the Agreement Date (each as defined below) and otherwise on the basis specified in "Form of the Notes". For the purpose of calculating the euro equivalent of the nominal amount of Notes outstanding under the Programme from time to time, the euro equivalent of Notes denominated in another Specified Currency (as defined under "Form of the Notes") shall be determined as of the date of agreement to issue such Notes (the "Agreement Date") on the basis of the Exchange Rate on such date. As used herein, the "Exchange Rate" against the euro for any currency means the spot rate for the sale of the euro against the purchase of such currency in the London foreign exchange market as quoted by any leading bank selected by the Issuer on the Agreement Date.

The euro equivalent of Dual Currency Notes, Indexed Notes, Zero Coupon Notes or other Notes issued at a discount or a premium shall be calculated in the manner specified above by reference to the original nominal amount of any particular issue. The nominal amount of Partly Paid Notes will be taken into account regardless of the amount of the subscription price paid.

## SUMMARY OF TERMS AND CONDITIONS OF THE PROGRAMME AND THE NOTES

*The following summary does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Information Memorandum and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. Words and expressions defined or used in "Form of the Notes" and "Terms and Conditions of the Notes" shall have the same meaning in this summary:*

|   |   |
|---|---|
| <b>Issuer:</b>  | <i>KommuneKredit</i>  |
| <b>LEI:</b>   | <i>529900D8QLTZ6PRLJL76</i>   |
| <b>Arranger:</b>  | <i>Deutsche Bank Aktiengesellschaft</i>   |
| <b>Dealers:</b>   | <i>Bank of Montreal, London Branch</i><br><i>Bank of Montreal Europe Plc</i><br><i>BNP Paribas</i><br><i>BofA Securities Europe SA</i><br><i>Citigroup Global Markets Europe AG</i><br><i>Citigroup Global Markets Limited</i><br><i>Daiwa Capital Markets Europe Limited</i><br><i>Deutsche Bank Aktiengesellschaft</i><br><i>J.P. Morgan SE</i><br><i>KommuneKredit</i><br><i>Morgan Stanley &amp; Co. International plc</i><br><i>RBC Capital Markets (Europe) GmbH</i><br><i>RBC Europe Limited</i> |
| <b>Issuing and Principal Paying Agent, Transfer Agent and Agent Bank:</b> | <i>Citibank, N.A. London Branch</i>   |
| <b>VP Agent:</b>  | <i>KommuneKredit</i>  |
| <b>Registrar:</b>   | <i>Citibank Europe PLC</i>  |
| <b>Amount:</b>  | <i>Up to EUR30,000,000,000 (or its equivalent in other currencies calculated on the relevant Agreement Date) outstanding at any one time. Under the Programme the nominal amount of Notes outstanding may be increased, subject to the satisfaction of certain conditions.</i>  |
| <b>Description:</b>   | <i>Continuously offered Euro Medium Term Note Programme.</i>  |
| <b>Currencies:</b>  | <i>Australian dollars, Canadian dollars, Danish kroner, euro, Hong Kong dollars, Japanese yen, New Zealand dollars, Sterling, Swedish kronor,</i>   |



*Swiss francs and U. S. dollars and such other currency or currencies, subject to compliance with all relevant laws, regulations and directives, as may be agreed between the Issuer and the relevant Purchaser(s).*

**Maturities:**

*Any maturity between one month and 40 years; provided that Notes issued under the Programme will not have a minimum maturity which is less than the minimum maturity, or a maximum maturity which is more than the maximum maturity which may be allowed or required from time to time by the relevant central bank (or equivalent body (however called)) or any laws or regulations applicable to the relevant currency or currencies.*

**Redenomination:**

*If the Specified Currency of an issue of Notes is a currency of one of the member states of the European Union which has not adopted the euro, the Issuer may specify in the applicable Final Terms that such Notes will include redenomination provisions for the redenomination of the Specified Currency to euro, and if so specified, the wording of the redenomination provisions will be set out in full in the applicable Final Terms.*

**Issue Price:**

*Notes may be issued at par or at a discount to, or premium over, par and either on a fully paid or partly paid basis.*

**Form of Notes:**

*The Notes will be issued (i) in bearer form, which may be in new global note ("NGN") form; (ii) in registered form, which may be held under the New Safekeeping Structure ("NSS"); or (iii) in uncertificated and dematerialised book-entry form (the "VP Notes") cleared through VP Securities A/S, the Danish central securities depository ("VP"), each as described in "Form of the Notes" below.*

*VP Notes will not be evidenced by any physical note or document of title. Entitlements to VP Notes will be evidenced by the crediting of VP Notes to accounts with VP.*

*Registered Notes will not be exchangeable for Bearer Notes and vice versa. Moreover, VP Notes shall not be exchangeable for either Bearer Notes or Registered Notes (and vice versa).*

**Fixed Rate Notes:**

*Fixed rate interest will be payable in arrear (unless otherwise specified in the applicable Final Terms) on such day(s) as agreed between the Issuer and the relevant Purchaser(s).*

*Interest will be calculated on the basis of such Fixed Day Count Fraction as may be specified in the applicable Final Terms.*

**Floating Rate Notes:**

*Floating Rate Notes will bear interest at a rate determined:*

*(i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating either the 2006 ISDA Definitions or 2021 ISDA Definitions (in each case as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series); or*

*(ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or*

(iii) on such other basis as may be agreed between the Issuer and the relevant Purchaser.

The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Purchaser for each Series of Floating Rate Notes.

**Benchmark  
Discontinuation:**

If so specified in the applicable Final Terms for a Series of Notes, then in the event that a Benchmark Event or Benchmark Transition Event and its related Benchmark Replacement Date (as applicable) occurs for a Series of Floating Rate Notes, the Issuer shall appoint an Independent Adviser to (subject to certain conditions) determine (or, to consult with the Issuer in determining, as applicable) a Successor Rate, failing which an Alternative Rate together, in either case, with the applicable Adjustment Spread and any Benchmark Amendments or Benchmark Replacement and any Benchmark Replacement Conforming Changes, as applicable.

See “Terms and Conditions of the Notes”.

**Change of Interest  
Basis:**

Notes may be converted from one Interest Basis to another if so provided in the applicable Final Terms.

**Interest Periods for  
Floating Rate Notes:**

One, two, three, six or twelve months or such other period(s) as the Issuer and the relevant Purchaser(s) may agree (as indicated in the applicable Final Terms).

**Dual Currency Notes:**

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based upon such rates of exchange, as the Issuer and the relevant Purchaser(s) may agree (as indicated in the applicable Final Terms).

**Indexed Notes:**

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Indexed Notes will be calculated by reference to such Index and/or Formula as the Issuer and the relevant Purchaser(s) may agree (as indicated in the applicable Final Terms).

**Zero Coupon Notes:**

Zero Coupon Notes may be offered and sold at a discount to their nominal amount and will not bear interest other than in relation to interest due after the Maturity Date.

**Equity-Linked  
Redemption Notes  
and Commodity-  
Linked Redemption  
Notes:**

Equity-Linked Redemption Notes and Commodity-Linked Redemption Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of the Conditions as amended or varied by the information specified in the applicable Final Terms.

**Redemption:**

The Final Terms applicable to each Tranche of Notes will indicate either that the Notes of that Tranche cannot be redeemed prior to their stated maturity (other than in specified instalments (see below) or for taxation reasons or following an Event of Default), or that such Notes will be redeemable prior to such stated maturity at the option of the Issuer (by way of Issuer Call) and/or the holder(s) of such Notes upon giving not less than 30 nor more than 60 days' irrevocable notice, or that such Notes will be redeemable at the option of the Issuer by way of Clean-up Call upon giving not less than 15 nor more than 30 days' irrevocable notice, or such other period as may be indicated in the applicable Final Terms, to the relevant Noteholders or the Issuer, on a date or dates

*specified prior to such stated maturity and at a price or prices and on such other terms as may be indicated in the applicable Final Terms.*

*The applicable Final Terms may provide that the Notes may be redeemed in two or more instalments of such amounts and on such dates and on such other terms as may be indicated in such Final Terms. Any Notes in respect of which the issue proceeds are received by the Issuer in the United Kingdom and which must be redeemed before the first anniversary of their date of issue must (a) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business; or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses or (b) be issued in other circumstances which do not constitute a contravention of section 19 of the Financial Services and Markets Act 2000 ("FSMA") by the Issuer.*

**Denominations of  
Definitive Notes:**

*Such denominations as may be agreed between the relevant Issuer and the relevant Purchaser(s) and as indicated in the applicable Final Terms (provided that the minimum denomination for all Notes will be that as may be allowed or required from time to time by the relevant central bank (or equivalent body (however called)) or any laws or regulations applicable to the relevant Specified Currency).*

**Variation of Terms  
and Conditions:**

*The Issuer may agree with any Dealer(s) that Notes may be issued in a form not contemplated under "Terms and Conditions of the Notes". The relevant Final Terms will describe the effect of the agreement reached in relation to such Notes.*

**Taxation:**

*All payments by the Issuer in respect of the Notes will be made without withholding or deduction (a) for or on account of Danish taxes, unless such withholding or deduction is required to be made in respect of any such payment being made to a holder of Notes who is affiliated with the Issuer as more fully described under Taxation - Danish Taxation below, (b) pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "Code") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder, or official interpretations thereof, or law implementing an intergovernmental approach thereto ("FATCA"), or (c) where such withholding or deduction is payable with respect to any Indexed Notes and Equity-Linked Redemption Notes, and is imposed on or with respect to the "dividend equivalent" payment pursuant to section 871 or 881 of the Code, subject in each case to exceptions and limitations provided in Condition 6 of the Terms and Conditions of the Notes.*

**Status:**

*The Notes will be direct, unconditional and general obligations of the Issuer and shall rank pari passu without any preference among themselves and at least equally with all other unsecured indebtedness, including guarantees and other obligations of a similar nature of the Issuer (save to the extent that laws affecting creditors' rights generally in a bankruptcy or winding-up may give preference to any of such other unsecured obligations).*

**Negative Pledge:**

*The Issuer will not create or permit to subsist any mortgage, charge pledge, lien or other form of encumbrance or security interest upon the whole or any part of its property to secure any quoted debt, or any guarantee of or indemnity in respect of any quoted debt and the Issuer*

*will procure that no other person gives any guarantee of, or indemnity in respect of, any of its quoted debt unless, at the same time or prior thereto, the Issuer's obligations under the Notes (i) are secured equally and rateably therewith or benefit from a guarantee or indemnity in substantially identical terms thereto, as the case may be, or (ii) have the benefit of such other security, guarantee, indemnity or other arrangement as shall be approved by an Extraordinary Resolution of the Noteholders. The Issuer is not prevented from creating or having outstanding any Security (i) on property purchased by the Issuer as security for all or any part of the purchase price thereof, (ii) incurred in the ordinary course of financial business or (iii) imposed by law and/or by requirements from governmental authorities, the Central Bank of Denmark or any other public authority provided that the borrowings (if any) secured by such Security are not quoted debt.*

**Cross Default:**

*The Notes will contain a cross default in relation to the due payment of any loan indebtedness in excess of U.S.\$30,000,000 or its equivalent of, or assumed or guaranteed by, the Issuer, if any such event has not been cured within any applicable period of grace.*

**Rating:**

*The Programme has been rated Aaa/P-1 by Moody's Investors Service (Nordics) AB ("Moody's") and AAA/A-1+ by S&P Global Ratings Europe Limited ("S&P"). Notes issued under the Programme may be rated or unrated. When a tranche of Notes is rated, such rating will not necessarily be the same as the ratings assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension cancellation, reduction or withdrawal at any time by the assigning rating agency.*

**Listing:**

*Application has been made to the Luxembourg Stock Exchange for the Notes to be issued under the Programme during the period of 12 months from the date of this Information Memorandum to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. Unlisted Notes and Notes listed on other or additional stock exchanges may also be issued under the Programme. The Final Terms for each issue will state whether or not the Notes are to be listed.*

**Governing Law:**

*The Notes will be governed by, and construed in accordance with, Danish law. The Temporary Global Notes, the Permanent Global Notes, the Definitive Notes, the Registered Global Notes, the Coupons and the Talons will be governed by, and construed in accordance with, Danish law. The Agency Agreement is governed by, and will be construed in accordance with, English law, save for (i) the provisions for calling meetings of Noteholders of a Series to consider matters affecting their interests generally and (ii) the regulations concerning the transfer, registration and exchange of Registered Notes, which are governed by, and will be construed in accordance with, Danish law.*

*The VP Notes will be governed by, and will be construed in accordance with, Danish law.*

*VP Notes must comply with the relevant regulations of VP and the holders of VP Notes will be entitled to the rights and are subject to the obligations and liabilities which arise under the relevant Danish laws and regulations.*

**Selling Restrictions:**

*There are restrictions on the sale of Notes and the distribution of offering material – see "Subscription and Sale" on page 106.*

***United States Selling  
Restrictions:***

Regulation S, Category 1. TEFRA D/TEFRA not applicable, as specified in the applicable Final Terms.

## INVESTOR CONSIDERATIONS

*The following description does not purport to be a complete description of the risks associated with the Notes issued under the Programme. In addition to the risks mentioned below, each investor should also carefully consider in its entirety the other parts of this Information Memorandum and the information contained or incorporated by reference in this Information Memorandum and any applicable supplement and the risks in relation to any particular Tranche of the Notes.*

### **Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme**

*The Notes may not be a suitable investment for all investors*

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Information Memorandum or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

### **Risks related to the structure of a particular issue of Notes**

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

#### *Notes subject to optional redemption by the Issuer*

An optional redemption feature of Notes, including as a result of any Clean-Up Call option applicable to the Notes, is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption

proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

#### *Indexed Notes and Dual Currency Notes*

The Issuer may issue Notes with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a “Relevant Factor”). In addition, the Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- (i) the market price of such Notes may be volatile;
- (ii) they may receive no interest;
- (iii) payment of principal or interest may occur at a different time or in a different currency than expected;
- (iv) they may lose all or a substantial portion of their principal;
- (v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (vi) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and
- (vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

The historical experience of an index should not be viewed as an indication of the future performance of such index during the term of any Indexed Notes. Accordingly, each potential investor should consult its own financial and legal advisers about the risk entailed by an investment in any Indexed Notes and the suitability of such Notes in light of its particular circumstances.

#### *Partly-paid Notes*

The Issuer may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of his investment.

#### *Floating Rate Notes with a multiplier or other leverage factor*

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

#### *Inverse Floating Rate Notes*

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate. The market values of those Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

#### *Fixed/Floating Rate Notes*

Fixed/Floating Rate Notes may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the Issuer has the right to effect such a conversion, this will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Notes.

*Notes issued at a substantial discount or premium*

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

*The value of and the amount payable under any Notes linked to a benchmark may be adversely affected by ongoing national and international regulatory reform in relation to benchmarks*

Interest rates and other indices which are deemed to be “benchmarks” (each a “**Benchmark**” and together, the “**Benchmarks**”) have become the subject of regulatory scrutiny and recent national and international regulatory guidance and proposals for reform. Such Benchmarks include EURIBOR and other indices to which interest on Notes may be linked. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause the relevant benchmarks to perform differently than in the past, to disappear entirely, or have other consequences. Any such consequences could have a material adverse effect on the value of and the amounts payable under the Notes where such amounts are linked to a Benchmark.

International proposals for reform of Benchmarks include the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the “**Benchmarks Regulation**”) which was published in the Official Journal on 29 June 2016, and the equivalent regulation in the United Kingdom, as incorporated into UK domestic law pursuant to the European Union (Withdrawal Act) 2018. In addition to the aforementioned regulations, there are numerous other proposals, initiatives and investigations which may impact Benchmarks.

Any changes to a Benchmark, whether as a result of the Benchmarks Regulation or other initiatives, could increase the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain Benchmarks, triggering changes in the rules or methodologies used in certain Benchmarks or leading to the disappearance of certain Benchmarks. Changes to the methodology or other terms of certain Benchmarks could also have the effect of reducing or increasing the volatility of such Benchmarks. Any of the above changes or any other consequential changes as a result of the Benchmarks Regulation or other national or international reform could have a material adverse effect on the value of and the amounts payable under Notes where such amounts are linked to a Benchmark.

The potential elimination of any Benchmark, or changes in the manner of administration of any Benchmark may not represent the same economic reality as Benchmarks that have been used before. It could also require an adjustment to the interest provisions of the Conditions, or result in other consequences, in respect of any Notes linked to such Benchmarks. Any such consequence could have a material adverse effect on the value of and the amount payable on any such Notes.



*The market continues to develop in relation to risk free rates (including overnight rates) as reference rates*

Where the applicable Final Terms for a Series of Floating Rate Notes identifies that the Rate of Interest for such Notes will be determined by reference to SONIA, SOFR, SARON or €STR, the Rate of Interest will be determined on the basis of the relevant reference rate (all as further described in the Conditions). All such rates are based on 'overnight rates'. Overnight rates differ from interbank offered rates in a number of material respects, including (without limitation) that such rates are backwards-looking, risk-free overnight rates, whereas EURIBOR is expressed on the basis of a forward-looking term and include a risk-element based on inter-bank lending. As such, investors should be aware that overnight rates may behave materially differently as interest reference rates for Notes issued under the Programme compared to interbank offered rates. The use of overnight rates as reference rates for eurobonds is subject to continued change and development, both in terms of the substance of the calculation and in the development and adoption of market infrastructure for the issuance and trading of bonds referencing such overnight rates.

Accordingly, prospective investors in any Notes referencing any overnight rates should be aware that the market continues to develop in relation to such rates in the capital markets and their adoption as an alternative to interbank offered rates such as EURIBOR. Market participants, industry groups and/or central bank-led working groups have explored compounded and weighted average rates and observation methodologies for such rates (including so-called 'shift', 'lag', and 'lock-out' methodologies) and such groups may also explore forward-looking 'term' reference rates derived from these overnight rates have also been, or are being, developed. The adoption of overnight rates may also see component inputs into swap rates or other composite rates transferring from EURIBOR or another reference rate to an overnight rate.

The market or a significant part thereof may adopt overnight rates in a way that differs significantly from those set out in the Conditions of the Notes issued under the Programme. In addition, the methodology for determining any overnight rate index by reference to which the Rate of Interest in respect of certain Notes may be calculated could change during the life of any Notes. Furthermore, the Issuer may in the future issue Notes referencing SONIA, SOFR, SARON or €STR that differ materially in terms of interest determination when compared with any previous SONIA-, SOFR, SARON- or €STR-referenced Notes issued by it under the Programme. The nascent development of overnight rates as interest reference rates for the eurobond markets and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise adversely affect the market price of any such Notes issued under the Programme from time to time.

Furthermore, the Rate of Interest on Notes which reference overnight rates is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference overnight rates to estimate reliably the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which factors could adversely impact the liquidity of such Notes.

In addition, the manner of adoption or application of overnight rates in the eurobond markets may differ materially when compared with the application and adoption of the same overnight rates for the same currencies in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of overnight rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing overnight rates.

Investors should carefully consider these matters when making their investment decision with respect to any such Notes.

### *Benchmark discontinuation under the Conditions*

The Terms and Conditions of the Notes provide for certain fallback arrangements in the event that a Benchmark Event or a Benchmark Transition Event (as applicable) occurs in respect of the Original Reference Rate for the relevant series of Notes, including (without limitation) if an inter-bank offered rate (such as EURIBOR) or other relevant reference rate (which could include, without limitation, any mid-swap rate), and/or any page on which such benchmark may be published (or any other successor service) becomes unavailable or a Benchmark Event or a Benchmark Transition Event (each as defined in the Terms and Conditions), as applicable, otherwise occurs.

Such fallback arrangements include the possibility that the rate of interest could be set by reference to a successor, alternative or a Benchmark Replacement (as defined in the Terms and Conditions) together with the application of an adjustment spread or Benchmark Replacement Adjustment (as defined in the Terms and Conditions) (which could be positive, negative or zero), and may include amendments to the Terms and Conditions of the Notes to ensure the proper operation of the new benchmark, all as determined by the Issuer (acting in good faith and in consultation with an Independent Adviser) or by the Independent Adviser itself and as more fully described at Conditions 3(b) and 3(g). It is possible that the adoption of a successor or alternative rate or Benchmark Replacement, including any adjustment spread or Benchmark Replacement Adjustment, may result in a rate of interest less favourable to holders than the Original Reference Rate.

### *Notes issued as Green Bonds with a specific use of proceeds may not meet investor expectations or requirements*

The Final Terms relating to any specific Tranche of Notes may provide that the Issuer will apply an amount equal to the proceeds from an offer of those Notes to finance or refinance, through loans or finance leases, in whole or in part, investments undertaken by the Issuer's customers that promote the transition towards a low-carbon, climate resilient and environmentally sustainable society in accordance with the Issuer's respective Green Bond Framework. A prospective investor should determine for itself the relevance of such information for the purpose of an investment in such Notes together with any other investigation it deems necessary, in light of its investment criteria, guidelines, requirements or expectations.

### **Risks related to Notes generally**

Set out below is a brief description of certain risks relating to the Notes generally:

#### *Modification, waivers and substitution*

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

#### *International Automatic Exchange of Information in Tax Matters*

Switzerland has concluded a multilateral agreement with the EU on the international automatic exchange of information ("AEOI") in tax matters, which applies to all EU member states and some other jurisdictions. In addition, Switzerland has concluded the multilateral competent authority agreement on the automatic exchange of financial account information ("MCAA") and a number of bilateral AEOI agreements with other countries, most of them on the basis of the MCAA. Based on these agreements and the implementing laws of Switzerland, Switzerland collects and exchanges data in respect of financial assets, including Securities, as the case may be, held in, and income derived thereon and credited to, accounts or deposits with a paying agent in Switzerland for the benefit of

individuals resident in an EU member state or in another treaty state. An up-to-date list of the AEOI agreements to which Switzerland is a party that are in effect, or signed but not yet in effect, can be found on the website of the State Secretariat for International Financial Matters ("SIF").

Investors should inform themselves of, and where appropriate take advice on, the impact of the foregoing matters on their investment.

#### *The proposed financial transaction tax ("FTT")*

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

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in financial instruments (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States and the scope of any such tax is uncertain. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Investors who are in any doubt as to their position should consult their professional advisers.

#### *Reliance on procedures of VP for transfer, payment and communication with the Issuer*

VP Notes issued under the Programme are issued as dematerialised securities as defined in Regulation (EU) 909/2014. Ownership of VP Notes will be recorded in the book-entry system and transferred through the CSDR licensed securities settlement system maintained by VP. Settlement of the VP Notes may take place on either the VP settlement platform, or on the TARGET2-Securities ("TS2") platform, if the required conditions for TS2 settlement as set out in VP's settlement rules are fulfilled. As VP Notes are dematerialised securities, investors must rely on the applicable procedures of VP for transfer, payment and communication from the Issuer.

#### *Change of law*

The Conditions of the Notes are based on Danish law, in effect as of the date of this Information Memorandum. No assurance can be given as to the impact of any possible judicial decision or change to Danish law or administrative practice after the date of this Information Memorandum.

#### *Notes where denominations involve integral multiples: definitive Notes*

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

*Issuer's option to satisfy payments in euro or U.S. dollars*

If so specified in the applicable Final Terms, if the Issuer is due to make a payment in the Specified Currency in respect of any Note or Coupon and the Specified Currency is not available on the foreign exchange markets due to the imposition of exchange controls, the Specified Currency's replacement or disuse or other circumstances beyond the Issuer's control, the Issuer will be entitled to satisfy its obligations in respect of such payment by making payment in either euro or U.S. dollars on the basis of the provisions set out in the applicable Final Terms or Condition 5 of the Notes. Holders should be aware that any decision by the Issuer to satisfy its payment obligation in respect of any such Notes or Coupons in euro or U.S. dollars in such circumstances will be made without any requirement for the holders of the Notes and Coupons to grant their consent and may adversely affect the market value and the secondary market for the Notes.

**Risks related to the market generally**

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

*The secondary market generally*

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

*Exchange rate risks and exchange controls*

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "Investor's Currency") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency equivalent yield on the Notes, (2) the Investor's Currency equivalent value of the principal payable on the Notes and (3) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

*Interest rate risks*

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes.

*Credit ratings may not reflect all risks*

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation

to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. Moreover, if the status of the rating agency rating the Notes changes, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment.

***Legal investment considerations may restrict certain investments***

The investment activities of certain investors are subject to laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

## FORM OF THE NOTES

The Notes of each Series will be in either bearer form, with or without interest coupons attached, or registered form, without interest coupons attached, or VP Notes which shall be issued in uncertificated and dematerialised book-entry form. Bearer Notes and Registered Notes will be issued outside the United States in reliance on Regulation S under the Securities Act ("Regulation S").

### Form of Bearer Notes

Except with respect to any Swiss Franc Notes, each Tranche (which means all Notes of the same Series (as defined in "Terms and Conditions of the Notes" on page 42) with the same issue date) of Bearer Notes will initially be represented by a temporary global note (a "Temporary Global Note") or a permanent global note (a "Permanent Global Note") without Coupons, Receipts or Talons (each as defined in the "Terms and Conditions of the Notes") which will:

- (i) if the Temporary Global Note or Permanent Global Note (as applicable, and together "Bearer Global Notes") are intended to be issued in new global note ("NGN") form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the "Common Safekeeper") for Clearstream Banking S.A. ("Clearstream") and Euroclear Bank SA/NV ("Euroclear"); and
- (ii) if the Bearer Global Notes are not intended to be issued in NGN form, be delivered on the issue date to a common depository for Euroclear and Clearstream (each as defined in "Terms and Conditions of the Notes" on page 42).

Where the Bearer Global Notes issued in respect of any Tranche are in NGN form, the applicable Final Terms will also indicate whether such Bearer Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Bearer Global Notes are to be so held does not necessarily mean that the Bearer Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGNs will either be Euroclear or Clearstream or another entity approved by Euroclear and Clearstream.

Whilst any Bearer Note is represented by a Temporary Global Note, payment of principal and interest (if any) due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Global Note if the Temporary Global Note is not intended to be issued in NGN form) only to the extent that certification of non-U.S. beneficial ownership as required by U.S. Treasury regulations (in the form set out in the Temporary Global Note) has been received by Euroclear and/or Clearstream. On and after the date (the "Exchange Date") which is 40 days after the date on which the Temporary Global Note is issued, interests in the Temporary Global Note will be exchangeable (provided that if it is a Partly Paid Note (as described on page 66)) all instalments of the subscription monies due before the date of such exchange have been paid) upon request, for interests in a Permanent Global Note against certification of non-U.S. beneficial ownership as required by U. S. Treasury regulations in pursuance with the terms of the Temporary Global Note unless certification has already been given pursuant to the first sentence of this paragraph.

In relation to any issue of Notes which are a "Bearer Global Note exchangeable to Definitive Notes" in circumstances other than "in the limited circumstances specified in the Bearer Global Note", such Notes may only be issued in principal amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination).

On and after the Exchange Date the holder of a Temporary Global Note will not be entitled to receive any payment of interest or principal thereon. Pursuant to the Agency Agreement (as defined in "Terms and Conditions of the Notes" on page 42) the Principal Paying Agent (as defined in "Terms and Conditions of the Notes" on page 42) shall arrange that, where a further Tranche of Notes is issued, the Notes of such Tranche shall be assigned a Common Code and an ISIN which are different from the Common Code and ISIN assigned to Notes of any other Tranche of the same Series until at least

40 days after the completion of the distribution of the Notes of such Tranche as certified by the Principal Paying Agent to the relevant Purchaser(s).

Payments of principal and interest (if any) on a Permanent Global Note will be made through Euroclear and/or Clearstream (against presentation or surrender (as the case may be) of the Permanent Global Note if the Permanent Global Note is not intended to be issued in NGN form) without any requirement for certification. Where the Notes represented by the Permanent Global Note have been issued in a single specified denomination, unless otherwise provided in the applicable Final Terms, a Permanent Global Note will be exchangeable (provided that if it is a Partly Paid Note all instalments of the subscription moneys due before the date of such exchange have been paid) in whole or (subject to the Notes which continue to be represented by the Permanent Global Note being regarded by Euroclear and Clearstream as fungible with the Definitive Notes issued in partial exchange for such Permanent Global Note) in part, on 60 days' written notice expiring at least 90 days after the Exchange Date from the Noteholder to the Principal Paying Agent, for security printed Definitive Notes with, where applicable, Coupons, Receipts and Talons attached. Temporary and Permanent Global Notes and Definitive Notes will be authenticated and delivered by the Principal Paying Agent on behalf of the Issuer. At the date hereof, neither Euroclear nor Clearstream regard Notes in permanent global form as fungible with Notes in definitive form. Accordingly under the current regulations of Euroclear and Clearstream a Permanent Global Note will not be exchangeable in part for Definitive Notes for so long as such Permanent Global Note is held for Euroclear and Clearstream.

The applicable Final Terms will specify that a Permanent Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, receipts, interest coupons and talons attached upon the occurrence of an Exchange Event. For these purposes, "Exchange Event" means Notes (a) if Euroclear or Clearstream or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) if the Issuer or any person acting on its behalf is obliged to pay additional amounts as provided in Condition 6 which would not be required were the Notes in definitive bearer form or, (c) where the Notes represented by such Bearer Global Note have been issued in a single specified denomination, if so specified in the Final Terms, at any time on the request of the bearer. The Issuer will promptly give notice to Noteholders in accordance with Condition 11 if an Exchange Event occurs.

All Bearer Notes (other than Temporary Global Notes) which have an original maturity of 365 days or more and all Coupons, Receipts and Talons relating to such Bearer Notes and will bear a legend to the following effect:

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

The sections referred to provide that United States Noteholders, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes, Coupons, Receipts or Talons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of Bearer Notes, Coupons, Receipts or Talons.

Notes which are represented by a Bearer Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream as the case may be.

Swiss Franc Notes will be in bearer form and will be represented by a Permanent Global SIS Note, as more fully described on page 33 of this Information Memorandum.

### **Form of Registered Notes**

The Registered Notes of each Tranche will initially be represented by a global note in registered form ("Registered Global Notes").

Registered Global Notes will be deposited with a common depository or, if the Registered Global Notes are to be held under the new safe-keeping structure (the "NSS"), a common safekeeper, as the case

may be for Euroclear and Clearstream, and registered in the name of the nominee for the Common depositary of, Euroclear and Clearstream or in the name of a nominee of the common safekeeper, as specified in the applicable Final Terms. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of Definitive Notes in fully registered form.

Where the Registered Global Notes issued in respect of any Tranche is intended to be held under the NSS, the applicable Final Terms will indicate whether or not such Registered Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Registered Global Notes are to be so held does not necessarily mean that the Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any time during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The common safekeeper for a Registered Global Note held under the NSS will either be Euroclear or Clearstream or another entity approved by Euroclear and Clearstream.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 5) as the registered holder of the Registered Global Notes. None of the Issuer, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 5) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for Definitive Registered Notes without Receipts, Coupons or Talons attached only upon the occurrence of an Exchange Event. For these purposes, "Exchange Event" means (a) if Euroclear or Clearstream or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) if the Issuer or any person acting on its behalf is obliged to pay additional amounts as provided in Condition 6 which would not be required were the Notes in definitive registered form or, (c) where the Notes represented by such Registered Global Note have been issued in a single specified denomination, if so specified in the Final Terms, at any time on the request of the registered holder.

No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear and Clearstream, in each case to the extent applicable.

### **Form of VP Notes**

Each Tranche of VP Notes will be issued in uncertificated and dematerialised book-entry form. Legal title to the VP Notes will be evidenced by book entries in the records of VP. Issues of VP Notes are the subject of the VP Arrangements (as defined in "Terms and Conditions of the Notes" on page 42). On the issue of such VP Notes, the Issuer will send a copy of the relevant Final Terms to the Principal Paying Agent, with a copy to the VP Agent. On delivery of the relevant Final Terms by the VP Agent to VP, and notification to VP of the subscribers and their VP account, the VP Agent, acting on behalf of the Issuer, will instruct the VP system to credit each subscribing account holder with VP, with a nominal amount of VP Notes equal to the nominal amount thereof for which it has subscribed and paid. Where a nominee is so evidenced, it shall be treated by the Issuer and the VP Agent as the holder of the VP Note.

Settlement of sale and purchase transactions in respect of VP Notes may take place on the VP settlement platform or on the TS2 platform, if the required conditions for TS2 are met. Transfers of interests in the relevant VP Notes will take place in accordance with the rules and procedures for the



time being of VP. The TS2 platform provides harmonised and commoditised delivery-versus-payment settlement.

### **Clearing Systems**

Any reference herein to Euroclear and/or Clearstream, SIS and/or VP shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms and approved by the Issuer and the Principal Paying Agent.

Notes may be accelerated by the holder thereof in certain circumstances described in “Terms and Conditions of the Notes – Events of Default”. In such circumstances, where such Notes are still represented by a global Note and a holder with an interest in such Note credited to its securities account with Euroclear or Clearstream gives notice to the Principal Paying Agent that it wishes to accelerate such Notes, then unless within a period of 15 days from the giving of such notice payment has been made in full in accordance with the terms of the global Note, the global Note will become void. At the same time, holders of interests in such Notes credited to their accounts with Euroclear or Clearstream will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear and Clearstream, under the terms of a declaration of direct rights as the same may be amended and restated from time to time (the “Declaration of Direct Rights”) dated 4 April 2024 executed by the Issuer.

## FORM OF FINAL TERMS

*Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme.*

Final Terms dated [●]

### **[MiFID II / UK MiFIR Product Governance – Professional investors and ECPs only target market]**

Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is (a) in the European Economic Area, eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MIFID II**") and (b) in the United Kingdom, eligible counterparties (as defined in the FCA Handbook Conduct of Business Sourcebook) and professional clients (as defined in Regulation (EU) No 600/2014 as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018) only; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s']['s'] target market assessment; however, a distributor subject to (a) MIFID II and/or (b) the FCA Handbook Product Intervention and Product Governance Sourcebook, is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s']['s'] target market assessment) and determining appropriate distribution channels.]

[In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes [are] / [are not] prescribed capital markets products (as defined in the CMP Regulations 2018) and [are] [Excluded] / [Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendation on Investment Products.)<sup>1</sup>

**KommuneKredit**  
**Legal Entity Identifier (LEI): 529900D8QLTZ6PRLJL76**

### **FINAL TERMS**

**[value][interest] per cent. [description of notes] Notes due [maturity date]**

**pursuant to its**

**EUR30,000,000,000**  
**Euro Medium Term Note Programme**

This document constitutes the Final Terms relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Information Memorandum dated 4 April 2024 (the "**Information Memorandum**"). These Final Terms must be read in conjunction with such Information Memorandum.

*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs.]*

1. Issuer: KommuneKredit

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<sup>1</sup> For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

2. [(i)] Series Number: [ ]
- [(ii)] Tranche Number: [ ]
- (If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).]*
3. Specified Currency or Currencies: [ ]
4. Aggregate Nominal Amount:
- [(i)] Series: [ ]
- [(ii)] Tranche: [ ]
5. [(i)] Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from and including [insert date] to but excluding the Issue Date (*in the case of fungible issues only, if applicable*)]
- [(ii)] Net proceeds: [●] (*Required only for listed issues*)
6. (i) Specified Denominations: [ ]<sup>2</sup>
- (ii) Calculation Amount: [ ]
- (If only one Specified Denomination, insert the Specified Denomination.*
- If more than one Specified Denomination, insert the highest common factor. Note: there must a common factor in the case of two or more Specified Denominations.)*
7. [(i)] Issue Date: [ ]
- [(ii)] Interest Commencement Date: [*specify/Issue Date/Not Applicable*]
- (N. B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes)*
8. Maturity Date: [*Specify date or (for Floating Rate Notes) Interest Payment Date falling in the relevant month and year*]
9. Interest Basis: [[●] per cent. Fixed Rate]
- [*specify reference rate*] +/- [ ] per cent. Floating Rate]

<sup>2</sup> Notes (including Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom (or whose issue otherwise constitutes a contravention of section 19 of the FSMA) and which must be redeemed before the first anniversary of the date of their issue must have a minimum redemption value of £100,000 (or its equivalent in other currencies).

- [Zero Coupon]  
[Index Linked Interest]  
[Other (*specify*)]  
(further particulars specified below)
10. Redemption/Payment Basis: [Redemption at par]  
[Index Linked Redemption]  
[Dual Currency]  
[Partly Paid]  
[Instalment]  
[Other (*specify*)]
11. Change of Interest or Redemption/Payment Basis: *[Specify details of any provision for convertibility of Notes into another interest or redemption/payment basis]*
12. Put/Call Options: [Investor Put]  
[Issuer Call]  
[Clean-up Call]  
[(further particulars specified below)]
13. Status of Notes: [Senior/[Dated/Perpetual]]
14. Listing: [Luxembourg regulated market/ SIX Swiss Exchange/other (*specify*)/None]
15. Method of distribution: [Syndicated/Non-syndicated]

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

16. Fixed Rate Note Provisions [Applicable/Not Applicable] (*if not applicable, delete the remaining subparagraphs of this paragraph*)
- (i) Rate[(s)] of Interest: [ ] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (ii) [Specified Period(s)]/[Specified] Interest Payment Date(s): [ ] in each year commencing [ ] up to and including the Maturity Date
- (iii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (*give details*)] [Not Applicable]
- (iv) Additional Business Centre(s): [ ]
- (v) Fixed Coupon Amount[(s)]: [ ] per Calculation Amount
- (vi) Broken Amount(s): [per Calculation Amount, payable on the Interest Payment Date falling [in/on]]

- (vii) Day Count Fraction: [ ]
- (viii) Determination Date(s): [ ] in each year, commencing on [ ]
- [Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon.]*
- (NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA))*
- (ix) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/give details]
17. Floating Rate Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Specified Period(s)/Specified Interest Payment Dates: [ ]
- (ii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other *(give details)*]
- (iii) Additional Business Centre(s): [ ]
- (iv) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination/other *(give details)*]
- (v) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Principal Paying Agent): [ ]
- (vi) Screen Rate Determination:
- Reference Rate: [Compounded Daily SONIA]  
[Compounded Daily SOFR]  
[Weighted Average SOFR]  
[Compounded Daily €STR]  
[Compounded Daily SARON]  
[Weighted Average SARON]  
[[•] month [EURIBOR/Other *(give details)*]]
- Overnight Rate: [Applicable/Not Applicable]

- Index Determination: [Applicable/Not Applicable]
- Relevant Number: [[5/[●]] [Not Applicable]  
*(If 'Index Determination' is 'Not Applicable', delete 'Relevant Number' and complete the remaining bullets below)*  
*(If 'Index Determination' is 'Applicable', insert number of days (expected to be five or greater) as the Relevant Number, and the remaining bullets below will each be 'Not Applicable')*
- D: [360/365/[●]]/[Not Applicable]
- Observation Method: [Lag/Lock-out/Observation Shift/Not Applicable]
  - Lag Period: [5/[●] [London Banking Days]/[U.S. Government Securities Business Days]/[TARGET Business Days]/ [Swiss Business Days]/ [[City] Banking Days]]/[Not Applicable]
  - Observation Shift Period: [5/[●] [London Banking Days]/[U.S. Government Securities Business Days]/[TARGET Business Days] / [Swiss Business Days]/ [[City] Banking Days]]/[Not Applicable]  
*(NB: A minimum of 5 relevant business/banking days should be specified for the Lag Period or Observation Shift Period, unless otherwise agreed with the Calculation Agent)*
- Interest Determination Date(s): [ ]
- Term Rate: [Applicable/Not Applicable]
  - Specified Time: [●] *(If EURIBOR, this row can be deleted)*
  - Other applicable provisions for Term Rate Floating Rate Notes: [Insert if applicable]
- Relevant Screen Page: [●] *(In the case of EURIBOR, if not EURIBOR01 ensure it is a page which shows a composite rate)*
- (vii) ISDA Determination:
  - Floating Rate Option: [ ]
  - Designated Maturity: [ ]
  - Reset Date: [ ]
  - ISDA Definitions: [2006 ISDA Definitions / 2021 ISDA Definitions / [●]]
- (viii) Margin(s): [+/] [●] per cent. per annum

- (ix) Minimum Rate of Interest: [•] per cent. per annum
- (x) Maximum Rate of Interest: [•] per cent. per annum
- (xi) Day Count Fraction: [ ]
- (xii) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [ ]
- (xii) Calculation Agent or other party responsible for calculating the Rates of Interest and Interest Amounts (if not the Principal Paying Agent): [ ]
- (xiii) Benchmark Discontinuation [Applicable/Not Applicable]
- Benchmark Replacement: [Applicable/Not Applicable]  
*(If Benchmark Transition is applicable, this should be not applicable)*
- Benchmark Transition: [Applicable/Not Applicable]  
*(If Benchmark Replacement is applicable, this should be not applicable)*
- (xiv) Linear Interpolation [Applicable/Not Applicable]  
[•]
- 18. Zero Coupon Note Provisions: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
  - (i) [Amortisation Yield/Accrual Yield]: [ ] per cent. per annum
  - (ii) Reference Price: [ ]
  - (iii) Any other formula/basis of determining amount payable: [ ]

- (iv) Day Count Fraction in relation to Early Redemption Amounts and late payment: [ ]
- (v) Additional provisions relating to Zero Coupon Notes which are VP Notes (addressing Condition 3(c)) [ ]
19. Index-Linked Interest Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Index/Formula: [give or annex details]
- (ii) Calculation Agent responsible for calculating the interest due: [ ]
- (iii) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or - impracticable: [ ]
- (iv) Specified Period(s)/Specified Interest - Payment Dates: [ ]
- (v) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)]
- (vi) Additional Business Centre(s): [ ]
- (vii) Minimum Rate of Interest: [●] per cent. per annum
- (viii) Maximum Rate of Interest: [●] per cent. per annum
- (ix) Day Count Fraction: [ ]
20. Dual Currency Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Rate of Exchange/method of calculating Rate of Exchange: [give details]
- (ii) Calculation Agent, if any, responsible for calculating [ ]



the principal and/or interest due:

(iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [ ]

(iv) Person at whose option Specified Currency(ies) is/are payable: [ ]

21. Equity-Linked Interest Note Provisions: [Applicable/Not Applicable]

*(if applicable, details to be inserted here and/or in an annex to these Final Terms)*

22. Commodity-Linked Interest Note Provisions: [Applicable/Not Applicable]

*(if applicable, details to be inserted here and/or in an annex to these Final Terms)*

#### PROVISIONS RELATING TO REDEMPTION

23. Issuer Call: [Applicable/Not Applicable]

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

(i) Optional Redemption Date(s): [ ]

(ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [ ]

(iii) If redeemable in part:

(a) Minimum Redemption Amount: [ ]

(b) Maximum Redemption Amount: [ ]

(iv) Notice period (if other than as set out in the Conditions): [ ]

24. Clean-up Call: [Applicable/Not Applicable]

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

- (i) Notice Period (if other than [ ] days as set out in the Conditions):
24. Investor Put: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [ ]
- (iii) Notice period (if other than [ ] days as set out in the Conditions): [ ]
25. Final Redemption Amount: [Par/other/see Appendix]
26. Equity-Linked Redemption Note Provisions: [Applicable/Not Applicable]
- (if applicable, details to be inserted here and/or in an annex to these Final Terms)*
27. Commodity-Linked Redemption Note Provisions: [Applicable/Not Applicable]
- (if applicable, details to be inserted here and/or in an annex to these Final Terms)*
28. Early Redemption Amount(s) payable on redemption for taxation reasons or on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): [ ]

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

29. Form of Notes: [Bearer Notes:]
- [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [ ] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note.]<sup>3</sup>

<sup>3</sup> The options to exchange for Definitive Notes on notice/at any time should not be expressed to be applicable if the Specified Denomination allows for one or more integral multiples of another smaller amount.

[Permanent Global Note exchangeable for Definitive Notes on [ ] days' notice/at any time/ in the limited circumstances specified in the Permanent Global Note.]<sup>4</sup>

[Permanent Global SIS Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global SIS Note.]

[Swiss Franc Notes will be in bearer form and will be represented by a Permanent Global SIS Note (the "Permanent Global SIS Note") in substantially the form set forth in the schedule to the Swiss Agency Agreement dated [date] between, *inter alia*, the Issuer and the Swiss Paying Agent. The Permanent Global SIS Note will be deposited with SIX SIS Ltd, the Swiss Securities Services Corporation in Olten, Switzerland ("**SIS**") or, as the case may be, with any other intermediary in Switzerland recognized for such purposes by SIX Swiss Exchange Ltd (SIS or any such other intermediary, the "**Intermediary**"). Once the Permanent Global SIS Note is deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Notes will constitute intermediated securities (*Bucheffekten*) ("**Intermediated Securities**") in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

Each Holder (as defined below) shall have a quotal co-ownership interest (*Miteigentumsanteil*) in the Permanent Global SIS Note to the extent of his claim against the Issuer, provided that for so long as the Permanent Global SIS Note remains deposited with the Intermediary the co-ownership interest shall be suspended and the Notes may only be transferred or otherwise disposed of in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*), i.e., by the entry of the transferred Notes in a securities account of the transferee.

The records of the Intermediary will determine the number of Notes held through each participant in that Intermediary. In respect of the Notes held in the form of Intermediated Securities, the holders of the Notes (the "**Holders**") will be the persons holding the Notes in a securities account in their own name or in case of intermediaries (*Verwahrungsstellen*), the intermediaries (*Verwahrungsstellen*) holding the Notes for their own account in a securities account (*Effektenkonto*) which is in their name.

Neither the Issuer nor the Holders shall at any time have the right to effect or demand the conversion of the Permanent Global SIS Note (*Globalurkunde*)

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<sup>4</sup> The options to exchange for Definitive Notes on notice/at any time should not be expressed to be applicable if the Specified Denomination allows for one or more integral multiples of another smaller amount.

into, or the delivery of, uncertificated securities (*Wertrechte*) or Definitive Notes (*Wertpapiere*).

No physical delivery of the Notes shall be made unless and until Definitive Notes (*Wertpapiere*) are printed. Definitive Notes may only be printed, in whole, but not in part, if the principal Swiss Paying Agent determines, in its sole discretion, that the printing of the Definitive Notes (*Wertpapiere*) is necessary or useful. Should the Swiss Paying Agent so determine, it shall provide for the printing of Definitive Notes (*Wertpapiere*) without cost to the Holders. Upon delivery of the Definitive Notes (*Wertpapiere*), the Permanent Global SIS Note will be cancelled and the Definitive Notes (*Wertpapiere*) shall be delivered to the Holders against cancellation of the Notes in the Holders' securities accounts.]

[Registered Notes:

Global Note registered in the name of a nominee for [a common depositary][a common safekeeper] for Euroclear and Clearstream]

[VP Notes:

VP Notes issued in uncertificated and dematerialized book entry form. See further subparagraph 44 below.]

- |     |  |  |
|-----|--|--|
| 30. | New Global Note:   | [Yes, New Global Note] [No] [ <i>relevant for Bearer Notes – specify “yes”, if intended to be held in a manner which would allow Eurosystem eligibility. See further subparagraph 47 below</i> ]   |
| 31. | New Safekeeping Structure:   | [Yes, New Safekeeping Structure] [No] [ <i>relevant for Registered Notes - specify “yes”, if intended to be held in a manner which would allow Eurosystem eligibility. See further subparagraph 47 below.</i> ]  |
| 32. | Additional Financial Centre(s) or other special provisions relating to Payment Dates:  | [Not Applicable/give details. Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which subparagraphs 16(iv), 17(iii) and 19(vi) relates. See definition of Payment Business Day or business day, as applicable, in the Conditions] |
| 33. | Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):  | [Yes/No. If yes, give details]   |
| 34. | Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay including any right of the Issuer to forfeit the | [Not Applicable/give details]  |

Notes and interest due on late payment:

- |     |  |  |
|-----|--|--|
| 35. | Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made: | [Not Applicable/give details]  |
| 36. | Redenomination, renominatisation and reconventioning provisions:   | [Not Applicable/The provisions [annexed to these Final Terms] apply] |
| 37. | Consolidation provisions:  | [Not Applicable/The provisions [annexed to these Final Terms] apply] |
| 38. | Other terms or special conditions:   | [Not Applicable/give details]  |

*[In case of an issuance of Green Bonds insert;*

#### Use of Proceeds

The net proceeds (or any amount equivalent to the net proceeds) of the issue of the Notes will be used as per the Issuer's green bond framework as amended and/or supplemented from time to time (the "**Green Bond Framework**").

The Green Bond Framework will be available on the Issuer's website: <https://kommunekredit.com/green-bonds/green-bond-framework/> (webpage as of the Issue Date).

The Managers make no assurances as to: (i) whether the Notes will meet investor criteria and expectations with regard to environmental impact and sustainability performance for any investors; (ii) whether an amount equivalent to the net proceeds will be used for eligible projects; or (iii) the characteristics of the eligible projects, including their environmental and sustainability criteria.]

*[In the case of Swiss Franc Notes insert;*

1. For the purpose of the Notes, the following shall be inserted at the end of Condition 5:

#### "Transfer Restrictions:

Payments on the Notes will, except to the extent required by law, be made irrespective of any present or future transfer restrictions and regardless of any bilateral or multilateral payment or clearing agreement which may be applicable at any time to such payments.

#### Discharge of the Issuer:

The receipt by the Swiss Paying Agent (or any successor Swiss Paying Agent) of the due and punctual payment in Swiss Francs in Zurich, of

all amounts due in respect of the Notes shall, to the extent of such payments, be deemed to have satisfied the obligation of the Issuer to make relevant payments to the holders of the Notes.

Except to the extent required by law, payments of principal and interest in respect of the Notes shall be made in freely disposable Swiss Francs without collection costs and whatever the circumstances may be, irrespective of the nationality, domicile or residence of the holder of the Notes and without requiring any certification, affidavit or the fulfilment of any other formality."

2. For the purpose of the Notes Condition 11 shall be replaced by the following text:

"So long as the Notes are listed on the SIX Swiss Exchange Ltd and so long as the rules of the SIX Swiss Exchange Ltd so require, all notices in respect of the Notes will be validly given without costs to the Holders through the Swiss Paying Agent either (i) by means of electronic publication on the internet website of the SIX Swiss Exchange Ltd ([www.six-exchange.com](http://www.six-exchange.com), where Notices are currently published under the address [www.six-swiss-exchange.com/information/official\\_notices/search\\_en.html](http://www.six-swiss-exchange.com/information/official_notices/search_en.html)) or (ii) otherwise in accordance with the regulations of the SIX Swiss Exchange Ltd. Any Notices be given will be deemed to have been validly given on the date of such publication or if published more than once, on the first date."

3. For the purpose of the Notes, the following shall be inserted at the end of Condition 12:

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

In addition, all references in the Conditions of the Notes to the "Agent", the "Principal Paying Agent" and "Paying Agents" shall, so far as the context permits, be construed as references to the "Swiss Paying Agent" and "Swiss Paying Agents" respectively.

4. All references to "Euroclear and/or Clearstream" shall be deemed to be a reference to the SIS.]

## **DISTRIBUTION**

39. (i) If syndicated, names of Managers: [Not Applicable/give names]
- (ii) Stabilising Manager (if any): [Not Applicable/give name]
40. If non-syndicated, name of Dealer: [Not Applicable/give name]
41. Additional selling restrictions: [Not Applicable/give details]
- [Singapore selling restrictions [Applicable]/[Not Applicable] to institutional investors or accredited investors (each as defined in the SFA)]
- [Prohibition of Sales to Belgian Consumers [Applicable/Not Applicable]]<sup>5</sup>

## OPERATIONAL INFORMATION

42. (i) ISIN Code: [ ] [(Temporary ISIN [●]) will be fungible in to existing ISIN [●] on [specify date if Registered Note] / [or about 40 days after the Issuer Date [if Bearer Note]])]
- [(ii) Valoren Number (Swiss Securities Number) (if applicable): [ ]
- [(iii)] FISN: [ ]/Not Applicable
- [(iv)] CFI Code: [ ]/Not Applicable
43. Common Code: [ ]
44. Any clearing system(s) other than Euroclear and Clearstream and the relevant identification number(s): [Not Applicable/give name(s) and number(s)/ SIS, Switzerland, identification number: [ ]/ VP, Denmark, VP identification number: [ ].
- The Issuer shall be entitled to obtain certain information from the register maintained by VP for the purpose of performing its obligations under the issue of VP Notes.
45. Delivery: Delivery [against/free of] payment
46. Additional Paying Agent(s):
- (i) Additional Paying Agent (if any): [ ]
- (ii) Swiss Paying Agent: [ ]

<sup>5</sup> NB Advice should be taken from Belgian counsel before disapplying this selling restriction

47. Intended to be held in a manner which would allow Eurosystem eligibility:

[Yes][No]

[Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of Euroclear Bank SA/NV or Clearstream Banking S.A. as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] *[include this text for Registered Notes which are to be held under the NSS]* and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.] *(Include this text in relation to Notes other than VP Notes if “yes” selected in which case the Notes must be issued in NGN form)*

[Yes. Note that the designation “Yes” does not necessarily mean that the VP Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.] *(Include this text in relation to VP Notes)*

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

48. United States Selling Restrictions

Reg. S Compliance Category 1; [TEFRA D/ TEFRA not applicable]

[49. Duration of Trading:

*(only to include for Swiss Franc Notes)*

[50. Trading volume:

*(only to include for Swiss Franc Notes)*

## [LISTING APPLICATION



These Final Terms comprise the details required to list the issue of Notes described herein pursuant to the listing of the [insert Programme Amount] Euro Medium Term Note Programme of KommuneKredit.]

**[REPRESENTATIVE** *(For Swiss Franc Notes only)*

In accordance with Article 43 of the Listing Rules of the SIX Swiss Exchange, [insert name Swiss Listing Agent] has been appointed by the Issuer as representative to lodge the listing application with the SIX Swiss Exchange.]

**[STATEMENT OF NO MATERIAL ADVERSE CHANGE SINCE THE MOST RECENT ANNUAL OR INTERIM FINANCIAL STATEMENTS** *(For Swiss Franc Notes only)*

Except as disclosed in the Programme, there has been no material adverse change in the financial condition or operations of the Issuer since [insert date], which would materially affect its ability to carry out its obligations under the Notes.]

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of the Issuer:

By: .....

Duly authorised

## TERMS AND CONDITIONS OF THE NOTES

*The following are the Terms and Conditions of the Notes which (subject to completion and amendment) will be attached to or incorporated by reference into each global Note and which will be attached to or endorsed upon each definitive Note, provided that the relevant Final Terms in relation to any Series of Notes may specify other Terms and Conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace the following Terms and Conditions for the purposes of such Series of Notes.*

*The following are also the Terms and Conditions of the Notes which (subject to completion and amendment) will be applicable to each VP Note. VP Notes will not be evidenced by any physical note or document of title other than statements of account made by VP as the VP Notes will be issued as dematerialised securities, as defined in Regulation (EU) 909/2014. Ownership of VP Notes will be recorded in the book-entry system and transferred through the CSDR licensed securities settlement system maintained by VP.*

This Note is one of a Series of Euro Medium Term Notes. In these Conditions, a reference to “**Notes**” shall be references to the Notes of this Series and shall mean:

- (a) in relation to any Notes represented by a global Note which includes both Registered Notes and Bearer Notes (each as defined below) (a “**Global Note**”), units of the lowest Specified Denomination (as defined in the applicable Final Terms) in the Specified Currency (as defined in the applicable Final Terms) of the relevant Notes;
- (b) definitive Notes in bearer form (“**Bearer Notes**”) issued in exchange (or part exchange) for a permanent global Note in bearer form;
- (c) any definitive Notes in registered form (whether or not issued in exchange for a Global Note in registered form (“**Registered Notes**”));
- (d) any Global Note; and
- (e) any VP Notes,

in each case, issued by KommuneKredit (the “**Issuer**”) pursuant to an amended and restated Agency Agreement dated 4 April 2024 as the same may be amended and restated from time to time (the “**Agency Agreement**”) and made between the Issuer, Citibank, N.A. London Branch as issuing agent, principal paying agent and agent bank (the “**Principal Paying Agent**” which expression shall include any successor as agent) and the other paying agents named therein (together with the Principal Paying Agent, the “**Paying Agents**” which expression shall include any additional or successor paying agents), Citibank Europe PLC as registrar (the “**Registrar**”, which expression shall include any successor registrar) and the transfer agents named therein (the “**Transfer Agents**”, which expression shall include any additional or successor transfer agents) and in case of the VP Notes, (i) the underlying documentation relating to the Issuer’s arrangements with VP and Danske Bank A/S (the “**VP Arrangements**”) between the Issuer, VP, Danske Bank A/S as data centre and KommuneKredit as VP Agent (the “**VP Agent**”, which expression shall include any successor as agent appointed from time to time in connection with the VP Notes) of the Issuer in respect of all VP Notes, and (ii) the Agency Agreement to the extent specified therein. The Principal Paying Agent, the Calculation Agent (if any is specified in the applicable Final Terms), the Registrar, the Paying Agents, the VP Agent and other Transfer Agents are together referred to as the “**Agents**”.

For the purposes of the Notes denominated in Swiss Francs (the “**Swiss Franc Notes**”), the Issuer will, together with the Principal Paying Agent, the Paying Agent and the Swiss paying agent specified in the Final Terms relating to the relevant issue of Notes as principal paying agent (the “**Swiss Paying Agent**”) enter into a supplemental issuing and paying agency agreement (the “**Swiss Agency Agreement**”).

Any reference to “**Noteholders**” or “**holders**” in relation to any Notes shall mean (in the case of Bearer Notes (as defined below)) the holders of the Notes and (in the case of Registered Notes (as defined

below)) the persons in whose name the Notes are registered and shall, in relation to any Notes represented by a Global Note or the VP Notes, be construed as provided below. Any reference herein to "**Receiptholders**" shall mean the holders of the Receipts and any reference herein to "**Couponholders**" shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons ("**Talontholders**"). The Noteholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and in the case of the VP Notes, also the VP Arrangements, which are binding on them.

As used herein, "**Tranche**" means Notes which are identical in all respects (including as to listing and admission to trading) and "**Series**" means a Tranche of Notes together with any further Tranche or Tranches of Notes which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

The Final Terms in relation to this Note are attached hereto or endorsed hereon and supplements these Terms and Conditions and may specify other Terms and Conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace these Terms and Conditions for the purposes of this Note. References herein to the "**applicable Final Terms**" are to the Final Terms attached hereto or endorsed hereon.

Words and expressions defined in the Agency Agreement, the VP Arrangements, or defined or set out in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated. Copies of the Agency Agreement (which contains the form of Final Terms) and the Final Terms for the Notes of this Series are available from the specified office of each of the Paying Agents set out in the Agency Agreement. Copies of the VP Arrangements and the Final Terms for VP Notes are available from the specified office of the VP Agent.

The holders of Notes, other than VP Notes, are entitled to the benefit of a declaration of direct rights as the same may be amended and restated from time to time (the "**Declaration of Direct Rights**") dated 4 April 2024 made by the Issuer. The original of the Declaration of Direct Rights is held by a common depositary on behalf of Euroclear or Clearstream (each as defined below). Copies of the Declaration of Direct Rights may be obtained upon request during normal business hours from the specified offices of each of the Paying Agents.

## **1A Form, Denomination and Title**

The Notes of this Series are in bearer form ("**Bearer Notes**") or registered form ("**Registered Notes**") or in uncertificated and dematerialised book-entry form settled through the Danish central securities depository operated by VP Securities A/S. ("**VP**", and such notes, "**VP Notes**" and together with the Bearer Notes and Registered Notes, "**Notes**"), in each case in the currency (the "**Specified Currency**") and the denominations (the "**Specified Denomination(s)**") specified in the applicable Final Terms and definitive Notes of this Series will be serially numbered. This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note or any appropriate combination thereof depending upon the Interest Basis specified in the applicable Final Terms. It is also a Dual Currency Note and/or a Partly Paid Note or an Indexed Note (where payment in respect of principal is linked to an Index and/or Formula) depending in each case on the Redemption/Payment Basis shown in the applicable Final Terms and the appropriate provisions of these Terms and Conditions will apply accordingly. If it is a definitive Bearer Note, it is issued with interest coupons for the payment of interest ("**Coupons**") attached and, if applicable, talons for further Coupons ("**Talons**") attached, unless it is a Zero Coupon Note, in which case references to the interest (other than in relation to interest due after the Maturity Date) and Coupons in these Terms and Conditions are not applicable. If it is a definitive Bearer Note redeemable in instalments it is issued with receipts ("**Receipts**") for the payment of instalments of principal prior to the stated maturity attached. Wherever Dual Currency Notes, Partly Paid Notes or Indexed Notes are issued to bear interest on a fixed or floating rate basis or on a non interest-bearing basis, the provisions in these Terms and Conditions relating to Fixed Rate Notes, Floating Rate Notes and Zero Coupon

Notes respectively shall, where the context so admits, apply to such Dual Currency Notes, Partly Paid Notes or Indexed Notes. Any reference in these Terms and Conditions to Coupon(s), Couponholder(s) or coupon(s) shall, unless the context otherwise requires, be deemed to include a reference to Talon(s), Talonholder(s) or talon(s).

Subject as set out below, title to the Bearer Notes, the Coupons and Receipts will pass by delivery and title to the Registered Notes will pass upon registration of transfers in accordance with the provisions of the Agency Agreement. The holder of each Coupon or Receipt, whether or not such Coupon or Receipt is attached to a Bearer Note, in its capacity as such, shall be subject to and bound by all the provisions contained in the relevant Note. The Issuer and any Agent may, to the fullest extent permitted by applicable law, deem and treat the bearer of any Bearer Note, Coupon or Receipt and the registered holder of any Registered Note as the absolute owner thereof (whether or not such Note, Coupon or Receipt shall be overdue and notwithstanding any notation of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out below. Neither Bearer Notes nor Registered Notes will be exchangeable for VP Notes (or vice versa). Bearer Notes will not be exchangeable for Registered Notes (and vice versa).

The holder of a VP Note will be the person evidenced as such by a book entry in the book-entry system and register maintained by VP. Ownership of VP Notes will be transferred by registration in the register between the direct or nominee accountholders at VP, in accordance with the rules and procedures of VP from time to time. Where a nominee is so evidenced, it shall be treated by the Issuer as the holder of the relevant VP Note. For so long as any Note is a VP Note, each person who is for the time being shown in the book-entry system and register maintained by VP, as the holder of a Note shall be treated by the Issuer, the VP Agent and any Agent as the holder of such Note for all purposes; and, in respect of any VP Notes, the expressions **"Noteholder"**, **"holder of Notes"** and related expressions shall be construed accordingly. VP Notes will not be exchangeable for Bearer Notes or Registered Notes. VP Notes will be issued in uncertificated and dematerialised book-entry form and no global or definitive Notes will be issued in respect thereof and the Conditions shall be construed accordingly. Any reference in these Conditions to Coupons, Receipts and/or Talons shall not apply to VP Notes.

For so long as any of the Notes of this Series are represented by a Global Note held on behalf of Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream**"), each person (other than Euroclear or Clearstream) who is for the time being shown in the records of Euroclear or of Clearstream (as applicable) as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and the Agents as a holder of such nominal amount of such Notes for all purposes other than for the payment of principal (including premium (if any)) and interest on such Notes, the right to which shall be vested, as against the Issuer and any of the Agents, solely in the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note in accordance with and subject to its terms (and the expressions **"Noteholder"**, **"holder of Notes"** and related expressions shall be construed accordingly). Notes which are represented by a Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, as the case may be.

Any reference herein to Euroclear and/or Clearstream shall, whenever the context so permits, except in relation to Notes issued in NGN form or which are held under the NSS, be deemed to include a reference to any additional clearance system approved by the Issuer, the Agents and, where the Notes are admitted to trading on the Luxembourg Stock Exchange's regulated market and listed on the Official List of the Luxembourg Stock Exchange, the Luxembourg Stock Exchange.

Interests in a Permanent Global Note or Registered Global Note will be exchanged (subject to the period allowed for delivery as set out in (i) below), in whole but not in part only and at the request of the holder of such Global Note, for definitive Notes (a) if Euroclear or Clearstream

or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) if the Issuer or any person acting on its behalf is obliged to pay additional amounts as provided in Condition 6 which would not be required were the Notes in definitive bearer form or, (c) where the Notes represented by such Global Note have been issued in a single specified denomination, if so specified in the Final Terms, at any time on the request of the bearer (each an “**Exchange Event**”).

In the event of the occurrence of an Exchange Event, the Issuer shall promptly give notice to the Noteholders in accordance with Condition 11.

Whenever a Permanent Global Note or Registered Global Note is to be exchanged for definitive Notes the Issuer shall procure the prompt delivery of such definitive Notes, duly authenticated and where and to the extent applicable, with Receipts, Coupons and Talons attached, in an aggregate principal amount equal to the principal amount of such Permanent Global Note or Registered Global Note to the bearer or registered holder (as applicable) of such Global Note against its surrender at the specified office of, in respect of a permanent Global Note, the Principal Paying Agent or, in respect of a Registered Global Note, the Registrar within 30 days of the holder requesting such exchange.

Furthermore, if,

- (a) definitive Notes have not been delivered in accordance with the foregoing by 5.00 p.m. (London time) on the thirtieth day after the holder has requested exchange, or
- (b) the Permanent Global Note or Registered Global Note (or any part thereof) has become due and payable in accordance with the Conditions or the date for final redemption of such Global Note has occurred and, in either case, payment in full of the principal and interest due together with all accrued interest thereon has not been made to the holder in accordance with the Conditions on the due date for payment,

then such Global Note (including the obligation to deliver definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (i) above) or at 5.00 p.m. (London time) on such due date (in the case of (ii) above) and the bearer or registered holder (as applicable) of the Permanent Global Note or Registered Global Note will have no further rights thereunder (but without prejudice to the rights which such holder or others may have under the Declaration of Direct Rights). Under the Declaration of Direct Rights, persons shown in the records of Euroclear and/or Clearstream (or, except in relation to Notes in NGN Form or which are held under the NSS, any other relevant clearing system) as being entitled to interests in the Notes will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the permanent global Note became void, they had been the bearer or registered holders (as applicable) of definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream or, except in relation to Notes in NGN form or which are held under the NSS, other relevant clearing system (as the case may be).

## **1B Transfers of Registered Notes**

### **(a) *Transfers of interests in Registered Global Notes***

Transfers of beneficial interests in Registered Global Notes will be effected by Euroclear or Clearstream, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Notes in definitive form or for a beneficial interest in another Registered Global Note of the same Series, in each case only in the Specified Denomination(s) set out in the applicable Final Terms (and provided that the aggregate nominal amount of any balance of such beneficial interest of the transferor not so transferred is an amount of at least the minimum Specified Denomination) and only in accordance with the rules and operating procedures for the time being of Euroclear or

Clearstream, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement.

(b) ***Transfers of Registered Notes in definitive form***

Subject as provided in Condition 1B(c) below, upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part (in the Specified Denomination(s) set out in the applicable Final Terms). In order to effect any such transfer (a) the holder or holders must (i) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing and (ii) complete and deposit such other certifications as may be required by the relevant Transfer Agent and (b) the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 7 to the Agency Agreement). Subject as provided above, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Registered Note in definitive form of a like aggregate nominal amount to the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

(c) ***Registration of transfer upon partial redemption***

In the event of a partial redemption of Notes under Condition 4, the Issuer shall not be required to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

(d) ***Costs of registration***

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

**2. Status and Negative pledge**

- (a) The Notes and Coupons constitute direct, unconditional and general obligations of the Issuer and shall rank *pari passu* without any preference among themselves and at least equally with all other unsecured indebtedness, including guarantees and other obligations of a similar nature of the Issuer (save to the extent that laws affecting creditors' rights generally in a bankruptcy or winding-up may give preference to any of such other unsecured obligations).
- (b) So long as any Note or Coupon remains outstanding (as defined in the Agency Agreement), the Issuer will not create or permit to subsist any mortgage, charge, pledge, lien or other form of encumbrance or security interest ("Security") upon the whole or any part of its undertaking, assets or revenues present or future to secure any Relevant Debt, or any guarantee of or indemnity in respect of any Relevant Debt, and the Issuer will procure that no other person gives any guarantee of, or indemnity

in respect of, any of its Relevant Debt unless, at the same time or prior thereto, the Issuer's obligations under the Notes and the Coupons (i) are secured equally and rateably therewith or benefit from a guarantee or indemnity in substantially identical terms thereto, as the case may be, or (ii) have the benefit of such other security, guarantee, indemnity or other arrangement as shall be approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the Noteholders. This Condition shall not prevent the Issuer creating or having outstanding any Security (i) on property purchased by the Issuer as security for all or any part of the purchase price thereof, (ii) incurred in the ordinary course of financial business or (iii) imposed by law and/or by requirements from governmental authorities, the Central Bank of Denmark or any other public authority provided that the borrowings (if any) secured by such Security are not Relevant Debt.

(c) For the purposes of this Condition:

**"Relevant Debt"** means any present or future indebtedness in the form of, or represented by, bonds, notes, debentures, loan stock or other securities which are for the time being, or are capable of being, quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter or other securities market.

### 3. Interest

(a) ***Interest on Fixed Rate Notes***

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in the Conditions, **"Fixed Interest Period"** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (i) in the case of Fixed Rate Notes which are (i) represented by a Global Note, (ii) Registered Notes in definitive form, or (iii) VP Notes, the aggregate outstanding nominal amount of such Fixed Rate Notes (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (ii) in the case of Fixed Rate Notes which are Bearer Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note which is a Bearer Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

(b) **Interest on Floating Rate Notes**

(i) Interest Payment Dates

Each Floating Rate Note bears interest on its outstanding nominal amount (or, if it is a Partly Paid Note, the amount paid up) from and including the Interest Commencement Date and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) (each an “Interest Payment Date”) in each year specified in the applicable Final Terms; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each an “Interest Payment Date”) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period (which expression shall, in these Terms and Conditions, mean the period from and including an Interest Payment Date (or the Interest Commencement Date) to but excluding the next (or first) Interest Payment Date).

(ii) Interest Payments

Interest will be paid subject to and in accordance with the provisions of Condition 5. Interest will cease to accrue on each Floating Rate Note (or, in the case of the redemption of part of a Note, only of such Note) on the due date for redemption thereof unless, upon due presentation thereof, payment of principal is improperly withheld or refused in which event interest will continue to accrue (as well after as before any judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the holder of such Note and (ii) the day on which the Principal Paying Agent, Registrar or the VP Agent, as applicable, has notified the holder thereof (either in accordance with Condition 11 or individually) of receipt of all sums due in respect thereof up to that date.

(iii) Rate of Interest

The rate of interest (the “**Rate of Interest**”) payable from time to time in respect of this Note if it is a Floating Rate Note will be determined in the manner specified in the applicable Final Terms.

(A) ISDA Determination

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this sub- paragraph (A), “**ISDA Rate**” for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent (as defined in these Conditions) under an interest rate swap transaction if the Calculation Agent (as defined in these Conditions) were acting as Calculation Agent (as defined in the ISDA Definitions, as defined below) for that swap transaction under the terms of an agreement incorporating the applicable ISDA Definitions and under which:

- (i) the Floating Rate Option is as specified in the applicable Final Terms;
- (ii) the Designated Maturity is a period specified in the applicable Final Terms; and
- (iii) the relevant Reset Date is the day specified in the applicable Final Terms.

For the purposes of this sub-paragraph (A), (i) “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**Designated Maturity**” and “**Reset Date**” have the meanings



given to those terms in the ISDA Definitions, (ii) the definition of “**Banking Day**” in the ISDA Definitions shall be amended to insert after the words “are open for” in the second line the word “general” and (iii) “**Euro-zone**” means the region comprised of Member States of the European Union that adopt the single currency in accordance with the Treaty.

(B) Screen Rate Determination for Floating Rate Notes– Term Rate

Where both Screen Rate Determination and Term Rate are specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

- (i) the offered quotation; or
- (ii) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at the Specified Time on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Issuer or the Calculation Agent (as applicable). If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Issuer or the Calculation Agent (as applicable) for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of Condition 3(b)(iii)(B)(i), no offered quotation appears or, in the case of Condition 3(b)(iii)(B)(ii), fewer than three offered quotations appear, in each case as at the Specified Time (as defined below), the Issuer shall request each of the Reference Banks to provide the Issuer with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Issuer or the Calculation Agent (as applicable) with offered quotations, the Rate of Interest for the Interest Accrual Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Issuer or the Calculation Agent (as applicable).

If on any Interest Determination Date one only or none of the Reference Banks provides the Issuer or the Calculation Agent (as applicable) with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Accrual Period shall be the rate per annum which the Issuer or the Calculation Agent (as applicable) determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Issuer or the Calculation Agent (as applicable) by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Issuer or the Calculation Agent (as applicable) with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Issuer or the

Calculation Agent (as applicable) it is quoting to leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin relating to the relevant Interest Accrual Period in place of the Margin relating to that last preceding Interest Accrual Period).

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Final Terms as being other than EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Final Terms.

For the purposes of this sub-paragraph (B), (i) **“Reference Banks”** means, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Issuer or the Calculation Agent (as applicable) or as specified in the applicable Final Terms and (ii) **“Specified Time”** has the meaning given in the applicable Final Terms, and unless otherwise specified in such Final Terms, means 11.00 a.m. Brussels time, in the case of a determination of EURIBOR).

(C) Screen Rate Determination – Overnight Rate – Compounded Daily SONIA – Non-Index Determination

This Condition 3(b)(iii)(C) applies where: (1) Screen Rate Determination and Overnight Rate are specified hereon to be Applicable; (2) Compounded Daily SONIA is specified hereon as the Reference Rate; and (3) Index Determination is specified hereon to be Not Applicable.

(i) Subject to Condition 3(g), the Rate of Interest for an Interest Accrual Period will, subject as provided below, be Compounded Daily SONIA with respect to such Interest Accrual Period plus or minus the applicable Margin (if any), all as determined by the Calculation Agent.

**“Compounded Daily SONIA”** means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date in accordance with the following formula (rounded to the nearest one hundred-thousandth of a percentage point (with 0.000005 of a percentage point being rounded up)):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{SONIA_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

where:

**“d”** is the number of calendar days in:

- (i) where “Lag” is specified hereon as the Observation Method, the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified hereon as the Observation Method, the relevant Observation Period;

**“D”** is the number specified hereon (or, if no such number is specified hereon, 365);

**“d<sub>o</sub>”** means:

- (i) where “Lag” is specified hereon as the Observation Method, the number of London Banking Days in the relevant Interest Accrual Period; or

- (ii) where “Observation Shift” is specified hereon as the Observation Method, the number of London Banking Days in the relevant Observation Period;

“ $i$ ” is a series of whole numbers from one to “ $d_o$ ”, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in:

- (i) where “Lag” is specified hereon as the Observation Method in, the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified hereon as the Observation Method, the relevant Observation Period;

“**London Banking Day**” means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

“ $n_i$ ” for any London Banking Day “ $i$ ”, means the number of calendar days from (and including) such London Banking Day “ $i$ ” up to (but excluding) the following London Banking Day;

“**Observation Period**” means the period from (and including) the date falling “ $p$ ” London Banking Days prior to the first day of the relevant Interest Accrual Period to (but excluding) the date falling “ $p$ ” London Banking Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other Interest Accrual Period) the date on which the relevant payment of interest falls due;

“ $p$ ” means:

- (i) where “Lag” is specified hereon as the Observation Method, the number of London Banking Days specified hereon as the “Lag Period” (or, if no such number is so specified, five London Banking Days); or
- (ii) where “Observation Shift” is specified hereon as the Observation Method, the number of London Banking Days specified hereon as the “Observation Shift Period” (or, if no such number is specified, five London Banking Days);

the “**SONIA reference rate**” in respect of any London Banking Day (“**LBD<sub>x</sub>**”), a reference rate equal to the daily Sterling Overnight Index Average (“**SONIA**”) rate for such LBD<sub>x</sub> as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the London Banking Day immediately following such LBD<sub>x</sub>; and;

“**SONIA<sub>i</sub>**” means the SONIA reference rate for:

- (i) where “Lag” is specified hereon as the Observation Method, the London Banking Day falling “ $p$ ” London Banking Days prior to the relevant London Banking Day “ $i$ ”; or
- (ii) where “Observation Shift” is specified hereon as the Observation Method, the relevant London Banking Day “ $i$ ”.
- (ii) Subject to Condition 3(g), if, where any Rate of Interest is to be calculated pursuant to Condition 3(b)(iii)(C)(i) above, in respect of any London Banking Day on which an applicable SONIA reference rate is required to be determined, such SONIA reference rate is not made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the SONIA reference rate in respect of such London Banking Day shall be the rate determined by the Calculation Agent as:

- (1) the sum of (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at 5.00 p.m. (London time) (or, if earlier, close of business) on such London Banking Day; and (ii) the mean of the spread of the SONIA reference rate to the Bank Rate over the previous five London Banking Days in respect of which a SONIA reference rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or
- (2) if the Bank Rate under 3(b)(iii)(C)(ii)(1) above is not available at the relevant time, either (i) the SONIA reference rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day in respect of which the SONIA reference rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) or (ii) if this is more recent, the latest rate determined under (1) above,

and, in each case, references to "SONIA reference rate" in this Condition 3(b)(iii)(C)(i) above shall be construed accordingly.

- (iii) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 3(b)(iii)(C) and without prejudice to the provisions of Condition 3(g), the Rate of Interest shall be:
  - (1) that determined as at the last preceding Interest Determination Date on which the Rate of Interest was so determined (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period); or
  - (2) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first scheduled Interest Period had the Notes been in issue for a period equal in duration to the first scheduled Interest Period but ending on (and excluding) the Interest Commencement Date (applying the Margin and, if applicable, Maximum Rate of Interest or Minimum Rate of Interest, applicable to the first scheduled Interest Period),

in each case as determined by the Calculation Agent.

- (D) Screen Rate Determination – Overnight Rate - Compounded Daily SONIA – Index Determination
  - (i) This Condition 3(b)(iii)(D) applies where: (1) Screen Rate Determination and Overnight Rate are specified hereon to be Applicable; (2) Compounded Daily SONIA is specified hereon as the Reference Rate; and (3) Index Determination is specified hereon to be Applicable.

Subject to Condition 3(g), the Rate of Interest for an Interest Accrual Period will, subject as provided below, be the Compounded Daily SONIA Rate with respect to such Interest Accrual Period plus or minus the applicable Margin (if any), all as determined by the Calculation Agent.

**"Compounded Daily SONIA Rate"** means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) (expressed as a percentage and rounded to the nearest one hundred-thousandth of a percentage point (with 0.000005 of a percentage point being rounded up)) determined by the

Calculation Agent by reference to the screen rate or index for compounded daily SONIA rates administered by the administrator of the SONIA reference rate that is published or displayed on the Relevant Screen Page specified in the applicable Final Terms or, if no such page is so specified or if such page is unavailable at the relevant time, as otherwise published or displayed by such administrator or other information service from time to time on the relevant Interest Determination Date (the “**SONIA Compounded Index**”) and in accordance with the following formula:

$$\begin{aligned} & \text{Compounded Daily SONIA Rate} \\ &= \left( \frac{\text{SONIA Compounded Index}_{\text{End}}}{\text{SONIA Compounded Index}_{\text{Start}}} - 1 \right) \times \frac{365}{d} \end{aligned}$$

where:

“**d**” is the number of calendar days from (and including) the day in relation to which SONIA Compounded Index<sub>Start</sub> is determined to (but excluding) the day in relation to which SONIA Compounded Index<sub>End</sub> is determined;

“**London Banking Day**” means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

“**Relevant Number**” is the number specified hereon (or, if no such number is specified, five);

“**SONIA Compounded Index<sub>Start</sub>**” means, with respect to an Interest Accrual Period, the SONIA Compounded Index determined in relation to the day falling the Relevant Number of London Banking Days prior to the first day of such Interest Accrual Period; and

“**SONIA Compounded Index<sub>End</sub>**” means, with respect to an Interest Accrual Period, the SONIA Compounded Index determined in relation to the day falling the Relevant Number of London Banking Days prior to (A) the Interest Payment Date for such Interest Accrual Period, or (B) such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Accrual Period).

- (ii) If the relevant SONIA Compounded Index is not published or displayed by the administrator of the SONIA reference rate or other information service by 5.00 p.m. (London time) (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the administrator of the SONIA reference rate or of such other information service, as the case may be) on the relevant Interest Determination Date, the Compounded Daily SONIA Rate for the applicable Interest Accrual Period for which the SONIA Compounded Index is not available shall be “Compounded Daily SONIA” determined in accordance with 3(b)(iii)(C) above as if Index Determination were specified hereon as being Not Applicable, and for these purposes: (i) the Observation Method shall be deemed to be Observation Shift and (ii) the Observation Shift Period shall be deemed to be equal to the Relevant Number of London Banking Days.
- (E) Screen Rate Determination – Overnight Rate – SOFR – Non-Index Determination

This Condition 3(b)(iii)(E) applies where: (1) Screen Rate Determination and Overnight Rate are specified hereon to be Applicable; (2) either Compounded Daily SOFR or Weighted Average SOFR are specified hereon as the Reference Rate; and (3) Index Determination is specified hereon to be Not Applicable.

Where Compounded Daily SOFR is specified hereon as the Reference Rate, the provisions of paragraph (i) below of this Condition 3(b)(iii)(E) apply.

Where Weighted Average SOFR is specified hereon as the Reference Rate, the provisions of paragraph (ii) below of this Condition 3(b)(iii)(E) apply.

(i) Compounded Daily SOFR

Subject to Condition 3(g), where this paragraph (i) applies, the Rate of Interest for an Interest Accrual Period will, subject as provided below, be Compounded Daily SOFR with respect to such Interest Accrual Period plus or minus the applicable Margin (if any), all as determined by the Calculation Agent.

**“Compounded Daily SOFR”** means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily U.S. dollars secured overnight financing rate as reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date in accordance with the following formula (rounded to the nearest one hundred-thousandth of a percentage point (with 0.000005 of a percentage point being rounded up)):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{SOFR_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

where:

**“d”** is the number of calendar days in:

- (i) where “Lag” or “Lock-out” is specified hereon as the Observation Method, the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified hereon as the Observation Method, the relevant Observation Period;

**“D”** is the number specified hereon (or, if no such number is specified, 360);

**“d<sub>o</sub>”** means:

- (i) where “Lag” or “Lock-out” is specified hereon as the Observation Method, the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified hereon as the Observation Method, the number of U.S. Government Securities Business Days in the relevant Observation Period;

**“i”** is a series of whole numbers from one to “d<sub>o</sub>”, each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in:

- (i) where “Lag” or “Lock-out” is specified hereon as the Observation Method, the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified hereon as the Observation Method, the relevant Observation Period;

**“Lock-out Period”** means the period from (and including) the day following the Interest Determination Date to (but excluding) the corresponding Interest Payment Date;

**“New York Fed’s Website”** means the website of the Federal Reserve Bank of New York (or a successor administrator of SOFR) or any successor source;

**“n<sub>i</sub>”** for any U.S. Government Securities Business Day “i”, means the number of calendar days from (and including) such U.S. Government Securities Business Day “i” up to (but excluding) the following U.S. Government Securities Business Day;

**“Observation Period”** means the period from (and including) the date falling “*p*” U.S. Government Securities Business Days prior to the first day of the relevant Interest Accrual Period to (but excluding) the date falling “*p*” U.S. Government Securities Business Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other Interest Accrual Period) the date on which the relevant payment of interest falls due;

**“*p*”** means:

- (i) where “Lag” is specified hereon as the Observation Method, the number of U.S. Government Securities Business Days specified hereon as the “Lag Period” (or, if no such number is so specified, five U.S. Government Securities Business Days);
- (ii) where “Lock-out” is specified hereon as the Observation Method, zero U.S. Government Securities Business Days; or
- (iii) where “Observation Shift” is specified hereon as the Observation Method, the number of U.S. Government Securities Business Days specified hereon as the “Observation Shift Period” (or, if no such number is specified, five U.S. Government Securities Business Days);

**“Reference Day”** means each U.S. Government Securities Business Day in the relevant Interest Accrual Period, other than any U.S. Government Securities Business Day in the Lock-out Period;

**“SOFR”** in respect of any U.S. Government Securities Business Day (“**USBD<sub>x</sub>**”), is a reference rate equal to the daily secured overnight financing rate as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the New York Fed’s Website, in each case at or around 5.00 p.m. (New York City time) on the U.S. Government Securities Business Day immediately following such USBD<sub>x</sub>;

**“SOFR<sub>*i*</sub>”** means the SOFR for:

where “Lag” is specified hereon as the Observation Method, the U.S. Government Securities Business Day falling “*p*” U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day “*i*”;

where “Lock-out” is specified hereon as the Observation Method:

- (i) in respect of each U.S. Government Securities Business Day “*i*” that is a Reference Day, the SOFR in respect of the U.S. Government Securities Business Day immediately preceding such Reference Day; or
- (ii) in respect of each U.S. Government Securities Business Day “*i*” that is not a Reference Day (being a U.S. Government Securities Business Day in the Lock-out Period), the SOFR in respect of the U.S. Government Securities Business Day immediately preceding the last Reference Day of the relevant Interest Accrual Period (such last Reference Day coinciding with the Interest Determination Date); or
- (iii) where “Observation Shift” is specified hereon as the Observation Method, the relevant U.S. Government Securities Business Day “*i*”; and

**“U.S. Government Securities Business Day”** means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

- (ii) Weighted Average SOFR

Subject to Condition 3(g), where this paragraph (ii) applies, the Rate of Interest for an Interest Accrual Period will, subject as provided below, be the Weighted Average SOFR with respect to such Interest Accrual Period plus or minus the applicable Margin (if any), all as calculated by the Calculation Agent as of the Interest Determination Date (rounded to the nearest one hundred-thousandth of a percentage point (with 0.000005 of a percentage point being rounded up)), where:

**“Weighted Average SOFR”** means:

- (i) where “Lag” is specified hereon as the Observation Method, the arithmetic mean of the SOFR in effect for each calendar day during the relevant Observation Period, calculated by multiplying each relevant SOFR by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes, the SOFR in effect for any calendar day which is not a U.S. Government Securities Business Day shall be deemed to be the SOFR in effect for the U.S. Government Securities Business Day immediately preceding such calendar day; and
- (ii) where “Lock-out” is specified hereon as the Observation Method, the arithmetic mean of the SOFR in effect for each calendar day during the relevant Interest Accrual Period, calculated by multiplying each relevant SOFR by the number of days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Accrual Period; *provided however*, that for any calendar day of such Interest Accrual Period falling in the Lock-out Period, the relevant SOFR for each day during that Lock-out Period will be deemed to be the SOFR in effect for the Reference Day immediately preceding the first day of such Lock-out Period. For these purposes, the SOFR in effect for any calendar day which is not a U.S. Government Securities Business Day shall, subject to the proviso above, be deemed to be the SOFR in effect for the U.S. Government Securities Business Day immediately preceding such calendar day.

Defined terms used in this paragraph (ii) and not otherwise defined herein have the meanings given to them in paragraph (i) above of this Condition 3(b)(iii)(E).

(iii) SOFR Unavailable

Subject to Condition 3(g), if, where any Rate of Interest is to be calculated pursuant to this Condition 3(b)(iii)(E), in respect of any U.S. Government Securities Business Day in respect of which an applicable SOFR is required to be determined, such SOFR is not available, such SOFR shall be the SOFR for the first preceding U.S. Government Securities Business Day in respect of which the SOFR was published on the New York Fed’s Website.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 3(b)(iii)(E) but without prejudice to Condition 3(g), the Rate of Interest shall be calculated in accordance, *mutatis mutandis*, with the provisions of Condition 3(b)(iii)(C)(iii).

(F) Screen Rate Determination – Overnight Rate - SOFR – Index Determination

This Condition 3(b)(iii)(F) applies where: (1) Screen Rate Determination and Overnight Rate are specified hereon to be Applicable; (2) Compounded Daily SOFR is specified hereon as the Reference Rate; and (3) Index Determination is specified hereon to be Applicable.

- (i) Subject to Condition 3(g), the Rate of Interest for an Interest Accrual Period will, subject as provided below, be the Compounded SOFR with respect to



such Interest Accrual Period plus or minus the applicable Margin (if any), all as determined by the Calculation Agent.

**“Compounded SOFR”** means, with respect to an Interest Accrual Period, the rate (rounded to the nearest one hundred-thousandth of a percentage point (with 0.000005 of a percentage point being rounded up)) determined by the Calculation Agent in accordance with the following formula:

$$\left( \frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1 \right) \times \frac{360}{d_c}$$

where:

**“ $d_c$ ”** is the number of calendar days from (and including) the day in relation to which SOFR Index<sub>Start</sub> is determined to (but excluding) the day in relation to which SOFR Index<sub>End</sub> is determined;

**“Relevant Number”** is the number specified hereon (or, if no such number is specified, five);

**“SOFR”** means the daily secured overnight financing rate as provided by the SOFR Administrator on the SOFR Administrator’s Website;

**“SOFR Administrator”** means the Federal Reserve Bank of New York (or a successor administrator of SOFR);

**“SOFR Administrator’s Website”** means the website of the SOFR Administrator, or any successor source;

**“SOFR Index”**, with respect to any U.S. Government Securities Business Day, means the SOFR index value as published by the SOFR Administrator as such index appears on the SOFR Administrator’s Website at or around 3.00 p.m. (New York time) on such U.S. Government Securities Business Day (the **“SOFR Determination Time”**);

**“SOFR Index<sub>Start</sub>”**, with respect to an Interest Accrual Period, is the SOFR Index value for the day which is the Relevant Number of U.S. Government Securities Business Days preceding the first day of such Interest Accrual Period;

**“SOFR Index<sub>End</sub>”**, with respect to an Interest Accrual Period, is the SOFR Index value for the day which is the Relevant Number of U.S. Government Securities Business Days preceding (A) the Interest Payment Date for such Interest Accrual Period, or (B) such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Accrual Period); and

**“U.S. Government Securities Business Day”** means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

(ii) If, as at any relevant SOFR Determination Time, the relevant SOFR Index is not published or displayed on the SOFR Administrator’s Website, the Compounded SOFR for the applicable Interest Accrual Period for which the relevant SOFR Index is not available shall be Compounded Daily SOFR determined in accordance with Condition 3(b)(iii)(E) above as if Index Determination were specified hereon as being Not Applicable, and for these purposes: (i) the Observation Method shall be deemed to be Observation Shift and (ii) the Observation Shift Period shall be deemed to be equal to the Relevant Number of U.S. Government Securities Business Days.

(G) Screen Rate Determination – Overnight Rate – Compounded Daily €STR – Non-Index Determination

- (i) This Condition 3(b)(iii)(G) applies where: (1) Screen Rate Determination and Overnight Rate are specified hereon to be Applicable; (2) Compounded Daily €STR is specified hereon as the Reference Rate; and (3) Index Determination is specified hereon to be Not Applicable.

Subject to Condition 3(g), the Rate of Interest for an Interest Accrual Period will, subject as provided below, be Compounded Daily €STR with respect to such Interest Accrual Period plus or minus the applicable Margin (if any), all as determined by the Calculation Agent.

**“Compounded Daily €STR”** means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily euro short-term rate as reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date in accordance with the following formula (rounded to the nearest one hundred-thousandth of a percentage point (with 0.000005 of a percentage point being rounded up)):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{€STR}_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

where:

the **“€STR reference rate”**, in respect of any TARGET Business Day (**“TBD<sub>x</sub>”**), is a reference rate equal to the daily euro short-term rate (**“€STR”**) for such TBD<sub>x</sub> as provided by the European Central Bank as the administrator of €STR (or any successor administrator of such rate) on the website of the European Central Bank (or, if no longer published on its website, as otherwise published by it or provided by it to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the TARGET Business Day immediately following such TBD<sub>x</sub> (in each case, at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines, of the European Central Bank or the successor administrator of such rate);

**“€STR<sub>i</sub>”** means the €STR reference rate for:

- (i) where “Lag” is specified hereon as the Observation Method, the TARGET Business Day falling “p” TARGET Business Days prior to the relevant TARGET Business Day “i”; or
- (ii) where “Observation Shift” is specified hereon as the Observation Method, the relevant TARGET Business Day “i”.

**“d”** is the number of calendar days in:

- (i) where “Lag” is specified hereon as the Observation Method, the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified hereon as the Observation Method, the relevant Observation Period;

**“D”** is the number specified hereon (or, if no such number is specified, 360);

**“d<sub>o</sub>”** means:

- (i) where “Lag” is specified hereon as the Observation Method, the number of TARGET Business Days in the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified hereon as the Observation Method, the number of TARGET Business Days in the relevant Observation Period;

“*l*” is a series of whole numbers from one to “*d<sub>o</sub>*”, each representing the relevant TARGET Business Day in chronological order from, and including, the first TARGET Business Day in:

- (i) where “Lag” is specified hereon as the Observation Method, the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified hereon as the Observation Method, the relevant Observation Period;

“*n<sub>i</sub>*” for any TARGET Business Day “*i*”, means the number of calendar days from (and including) such TARGET Business Day “*i*” up to (but excluding) the following TARGET Business Day;

“**Observation Period**” means the period from (and including) the date falling “*p*” TARGET Business Days prior to the first day of the relevant Interest Accrual Period to (but excluding) the date falling “*p*” TARGET Business Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other Interest Accrual Period) the date on which the relevant payment of interest falls due;

“*p*” means:

- (i) where “Lag” is specified hereon as the Observation Method, the number of TARGET Business Days specified hereon as the “Lag Period” (or, if no such number is so specified, five TARGET Business Days); or
- (ii) where “Observation Shift” is specified hereon as the Observation Method, the number of TARGET Business Days specified hereon as the “Observation Shift Period” (or, if no such number is specified, five TARGET Business Days); and

“**TARGET Business Day**” means any day on which the T2 System is operating.

- (ii) Subject to Condition 3(g), if, where any Rate of Interest is to be calculated pursuant to Condition 3(b)(iii)(G)(i) above, in respect of any TARGET Business Day in respect of which an applicable €STR reference rate is required to be determined, such €STR reference rate is not made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the €STR reference rate in respect of such TARGET Business Day shall be the €STR reference rate for the first preceding TARGET Business Day in respect of which €STR reference rate was published by the European Central Bank on its website, as determined by the Calculation Agent.
- (iii) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 3(b)(iii)(G), but without prejudice to Condition 3(g), the Rate of Interest shall be calculated in accordance, mutatis mutandis, with the provisions of Condition 3(b)(iii)(C)(iii).
- (H) Screen Rate Determination – Overnight Rate – SARON – Non-Index Determination

This Condition 3(b)(iii)(H) applies where: (1) Screen Rate Determination and Overnight Rate are specified hereon to be Applicable; (2) Compounded Daily SARON or Weighted Average SARON is specified hereon as the Reference Rate; and (3) Index Determination is specified hereon to be Not Applicable.

Where Compounded Daily SARON is specified hereon as the Reference Rate, the provisions of paragraph (i) below of this Condition 3(b)(iii)(H) apply.

Where Weighted Average SARON is specified hereon as the Reference Rate, the provisions of paragraph (ii) below of this Condition 3(b)(iii)(H) apply.

- (i) The Rate of Interest for an Interest Accrual Period will, subject as provided below, be the Compounded Daily SARON with respect to such Interest Accrual Period plus or minus the applicable Margin (if any), all as determined by the Calculation Agent, where:

**"Compounded Daily SARON"** means with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily overnight interest rate of the secured funding market for Swiss franc as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the sixth decimal place:

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{r_i - pBD \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

where:

**"D"** is the number specified in the applicable Final Terms;

**"d"** is, in relation to any Interest Accrual Period, the number of calendar days in such Interest Accrual Period;

**"d<sub>o</sub>"** is, in relation to any Interest Accrual Period, the number of Swiss Business Days in such Interest Accrual Period;

**"i"** is, in relation to any Interest Accrual Period, a series of whole numbers from one to do, each representing the relevant Swiss Business Day in chronological order from, and including, the first Swiss Business Day in such Interest Accrual Period;

**"Lock-out Period"** means the period from, and including the day following the Interest Determination Date to, but excluding, the corresponding Interest Payment Date;

**"n<sub>i</sub>"**, for any Swiss Business Day "i" in the relevant Interest Accrual Period, means the number of calendar days from and including such Swiss Business Day "i" up to but excluding the following Swiss Business Day;

**"Observation Period"** means, in respect of any Interest Period, the period from and including the date falling "p" Swiss Business Days prior to the first day of such Interest Period and ending on, but excluding, the date which is "p" Swiss Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Swiss Business Days prior to such earlier date, if any, on which the Notes become due and payable);

**"p"** means, for any Interest Period:

- (i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the number of Swiss Business Days included in the Observation Shift Period specified in the applicable Final Terms (or, if no such number is specified, five Swiss Business Days);
- (ii) where "Lock-out" is specified as the Observation Method in the applicable Final Terms, zero; and
- (iii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the number of Swiss Business Days included in the Observation Shift Period specified in the applicable Final Terms (or, if no such number is specified two Swiss Business Days);

**"r"** means:

- (i) where in the applicable Final Terms "Lag" or "Observation Shift" is specified as the Observation Method, in respect of any Swiss Business Day, the SARON in respect of such Swiss Business Day; and
- (ii) where in the applicable Final Terms "Lock-out" is specified as the Observation Method:
  - (A) in respect of any Swiss Business Day "i" that is a Reference Day, the SARON in respect of the Swiss Business Day immediately preceding such Reference Day, and
  - (B) in respect of any Swiss Business Day "i" that is not a Reference Day (being a Swiss Business Day in the Lock-out Period), the SARON in respect of the Swiss Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the relevant Interest Determination Date);

**"Reference Day"** means each Swiss Business Day in the relevant Interest Period, other than any Swiss Business Day in the Lock-out Period;

**"r<sub>i-p</sub>SBD"** means, in relation to any Interest Accrual Period, the applicable Reference Rate as set out in the definition of "r" above for, where "Lag" is specified as the Observation Method in the applicable Final Terms, the Swiss Business Day (being a Swiss Business Day falling in the relevant Observation Period) falling "p" Swiss Business Days prior to the relevant Swiss Business Day "i" or, where "Lock-out" or "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Swiss Business Day "i";

**"SARON"** means, in respect of any Swiss Business Day, a reference rate equal to the daily Swiss Average Rate Overnight for such Swiss Business Day as provided by the SARON Administrator and as then published on the SIX Group's Website at the SARON Specified Time on such Swiss Business Day;

**"SARON Administrator"** means SIX Financial Information AG (including any successor thereto) or any successor administrator of SARON;

**"SARON Compounded Index"** means, in relation to any Swiss Business Day, the value of the index known as the SARON Index administered by the SARON Administrator as published on the SIX Group's Website at 6:00 p.m. (Zurich time) on such Swiss Business Day;

**"SARON Specified Time"** means, in respect of any Swiss Business Day, the close of trading on the trading platform of SIX Repo AG (or any successor thereto) on such Swiss Business Day, which is expected to be on or around 6:00 p.m. (Zurich time);

**"SIX Group's Website"** means the website of the SIX Group, or any successor website or other source on which SARON or as the case may be, the SARON Index is published;

**"Swiss Business Day"** or **"SBD"** is a day on which banks are open in the City of Zurich for the settlement of payments and of foreign exchange transactions;

- (ii) The Rate of Interest for each Interest Period will, subject to as provided below, be the Weighted Average Reference Rate (as defined below) plus or minus (as indicated in the applicable Final Terms) the Margin and will be calculated by the Calculation Agent on the relevant Interest Determination Date and the resulting percentage will be rounded, if necessary, to the sixth decimal place, where:

**"Lock-out Period"** has the meaning set out in paragraph 3(b)(iii)(H)(i) above;

**"Observation Period"** has the meaning set out in paragraph 3(b)(iii)(H)(i) above;

"Reference Day" has the meaning set out in paragraph 3(b)(iii)(H)(i) above;

"Swiss Business Day" has the meaning set out in paragraph 3(b)(iii)(H)(i) above;

"Weighted Average Reference Rate" means:

- (i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Observation Period, calculated by multiplying each SARON rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes the Reference Rate in effect for any calendar day which is not a Swiss Business Day shall be deemed to be the Reference Rate in effect for the Swiss Business Day immediately preceding such calendar day; and
  - (ii) where "Lock-out" is specified as the Observation Method in the applicable Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Interest Period, calculated by multiplying each relevant SARON rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Period, provided however that for any calendar day of such Interest Period falling in the Lock-out Period, the relevant SARON rate for each day during that Lock-out Period will be deemed to be the Reference Rate in effect for the Reference Day immediately preceding the first day of such Lock-out Period. For these purposes the Reference Rate in effect for any calendar day which is not a Swiss Business Day shall, subject to the proviso above, be deemed to be the Reference Rate in effect for the Swiss Business Day immediately preceding such calendar day.
  - (iii) *Fallbacks in relation to SARON*
- (1) Where "Compounded Daily SARON" or "Weighted Average SARON" is specified as the Reference Rate in the applicable Final Terms, if, in respect of any Swiss Business Day (as defined in paragraph 3(b)(iii)(H)(i) above), SARON is not available, and unless both a SARON Index Cessation Event and a SARON Index Cessation Effective Date (each, as defined below) have occurred, such Reference Rate shall be a rate equal to SARON for the last Swiss Business Day for which such rate was published by the SARON Administrator on the SIX Group's Website, and "r" shall be interpreted accordingly.
  - (2) If SARON is not published in respect of a Swiss Business Day as specified above, and both a SARON Index Cessation Event and a SARON Index Cessation Effective Date have occurred, then, in respect of such Swiss Business Day (subject to the further operation of this Condition 3(b)(iii)(H)(iii)) and each Swiss Business Day thereafter, SARON will be replaced with:
    - (a) if there is a Recommended Replacement Rate within one Swiss Business Day of the SARON Index Cessation Effective Date, the Recommended Replacement Rate for such Swiss Business Day, giving effect to the Recommended Adjustment Spread, if any, published on such Swiss Business Day; or
    - (b) if there is no Recommended Replacement Rate within one Swiss Business Day of the SARON Index Cessation Effective Date, the policy rate of the Swiss National Bank (the "**SNB Policy Rate**") for such Swiss Business Day, giving effect to the SNB Adjustment Spread, if any,

and "r" shall be interpreted accordingly.

- (3) Notwithstanding the above, if the SNB Policy Rate for any Swiss Business Day with respect to which SARON is to be determined pursuant to paragraph 3(b)(iii)(H)(iii)(2)(b) above has not been published on such Swiss Business Day, then in respect of such Swiss Business Day (the "**Affected Business Day**") and each Swiss Business Day thereafter, SARON will be replaced by the Replacement Rate, if any, determined in accordance with paragraph 3(b)(iii)(H)(iii)(4) below for the purpose of determining the Rate of Interest.
- (4) If the Calculation Agent (A) is required to use a Recommended Replacement Rate or the SNB Policy Rate pursuant to paragraphs 3(b)(iii)(H)(iii)(2)(a) or 3(b)(iii)(H)(iii)(2)(b) above for purposes of determining SARON for any Swiss Business Day, and (B) determines that any changes to the definitions of Business Day Convention, Day Count Fraction, Interest Determination Date, Interest Payment Date, Interest Accrual Period, Observation Period, SARON, SARON Administrator, SIX Group's Website or SARON Specified Time are necessary in order to use such Recommended Replacement Rate (and any Recommended Adjustment Spread) or the SNB Policy Rate (and any SNB Adjustment Spread), as the case may be, for such purposes, such definitions will be amended as contemplated in Condition 10 to reflect such changes, and the Issuer shall give notice as soon as practicable to the Calculation Agent and, in accordance with Condition 11, the Noteholders, specifying the Recommended Replacement Rate and any Recommended Adjustment Spread or, as the case may be, indicating that the SNB Policy Rate will be used and specifying any SNB Adjustment Spread, as applicable, and the amendments implemented pursuant to Condition 11.
- (5) The Recommended Replacement Rate and any Recommended Adjustment Spread, or as the case may be the SNB Policy Rate and any SNB Adjustment Spread and any other changes pursuant to this Condition 3(b)(iii)(H)(iii) specified in such certificate will (in the absence of manifest error) be binding on the Issuer, the Paying Agents, the Calculation Agent, the Noteholders and the Couponholders. Subject as provided in the Agency Agreement, the Principal Paying Agent shall, at the direction and expense of the Issuer and without any requirement for the consent or approval of the Noteholders or the Couponholders, be obliged to concur with the Issuer in using its reasonable endeavours to effect such consequential amendments to the Agency Agreement and these Terms and Conditions as may be required in order to give effect to this Condition 3(b)(iii)(H)(iii).
- (6) Unless the Issuer has elected to redeem the Notes in accordance with Condition 4, the Issuer will appoint a "**Replacement Rate Agent**" on or prior to the first relevant Swiss Business Day (a) with respect to which SARON is to be determined pursuant to paragraph 3(b)(iii)(H)(iii)(2)(b) above and (b) for which the SNB Policy Rate has not been published thereon. The Issuer may appoint an affiliate of the Issuer or any other person as Replacement Rate Agent, so long as such affiliate or other person is a leading financial institution that is experienced in the calculations or determinations to be made by the Replacement Rate Agent. The Issuer will notify the Noteholders of any such appointment in accordance with Condition 11.
- (7) If the conditions set out in the last paragraph of paragraph 3(b)(iii)(H)(iii)(2) above have been satisfied, then the Replacement Rate Agent will determine whether to use an alternative rate to SARON for the Affected Business Day and for all subsequent Swiss Business Days in the Observation Period in which the Affected Business Day falls (the "**Affected SARON Observation Period**") and all Observation Periods thereafter. If the Replacement Rate Agent determines to use an alternative rate pursuant to the immediately preceding sentence, it shall select such rate that it has determined is most

comparable to SARON (the "**Existing Rate**"), provided that if it determines that there is an appropriate industry-accepted successor rate to the Existing Rate, it shall use such industry-accepted successor rate. If the Replacement Rate Agent has determined an alternative rate in accordance with the foregoing (such rate, the "**Replacement Rate**"), for the purposes of determining the Rate of Interest, (a) the Replacement Rate Agent shall determine (A) the method for obtaining the Replacement Rate (including any alternative method for determining the Replacement Rate if such alternative rate is unavailable on the relevant Interest Determination Date), which method shall be consistent with industry-accepted practices for the Replacement Rate, and (B) any adjustment factor as may be necessary to make the Replacement Rate comparable to the Existing Rate consistent with industry-accepted practices for the Replacement Rate, (b) for the Affected Business Day and all subsequent Swiss Business Days in the Affected SARON Observation Period and all Observation Periods thereafter, references to SARON in these Conditions shall be deemed to be references to the Replacement Rate, including any alternative method for determining such rate and any adjustment factor as described above, (c) if the Replacement Rate Agent determines that changes to the definitions of Business Day Convention, Day Count Fraction, Interest Determination Date, Interest Payment Date, Interest Accrual Period, Observation Period, SARON, SARON Administrator, SIX Group's Website or SARON Specified Time are necessary in order to implement the Replacement Rate as SARON, such definitions will be deemed amended to reflect such changes, and the Issuer shall give notice as soon as practicable to the Calculation Agent and, in accordance with Condition 11, the Noteholders, specifying the Replacement Rate and the amendments implemented pursuant to Condition 10. Any determination to be made by the Replacement Rate Agent pursuant to this Condition 3(b)(iii)(H)(iii), including any determination with respect to a rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be made in the sole discretion of the Replacement Rate Agent acting in good faith. The Issuer shall deliver to the Principal Paying Agent a certificate signed by two authorised signatories of the Issuer confirming (i) the Replacement Rate, (ii) any adjustment factor determined by the Replacement Rate Agent and (iii) the changes to any of the definitions specified above in this Condition 3(b)(iii)(H)(iii). The Principal Paying Agent shall be entitled to rely on such certificate (without enquiry or liability to any person) as sufficient evidence thereof. The Replacement Rate and any other changes pursuant to this Condition 3(b)(iii)(H)(iii) specified in such certificate will (in the absence of manifest error and without prejudice to the Principal Paying Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Paying Agents, the Calculation Agent, the Noteholders and the Couponholders. Subject as provided in the Agency Agreement, the Principal Paying Agent shall, at the direction and expense of the Issuer and without any requirement for the consent or approval of the Noteholders or the Couponholders, be obliged to concur with the Issuer in using its reasonable endeavours to effect such consequential amendments to the Agency Agreement and these Terms and Conditions as may be required in order to give effect to this Condition 3(b)(iii)(H)(iii) and the Principal Paying Agent shall not be liable to any party for any consequences thereof (provided, however, that the Principal Paying Agent shall not be obliged to agree to any such consequential amendments if the same would, in the sole opinion of the Principal Paying Agent, impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce, or amend its rights and/or the protective provisions afforded to it in any document to which it is a party).

- (8) As used in this Condition:



**"Recommended Adjustment Spread"** means, with respect to any Recommended Replacement Rate, the spread (which may be positive, negative or zero), or formula or methodology for calculating such a spread:

- (X) that the Recommending Body has recommended be applied to such Recommended Replacement Rate in the case of fixed income securities with respect to which such Recommended Replacement Rate has replaced SARON as the reference rate for purposes of determining the applicable rate of interest thereon; or
- (Y) if the Recommending Body has not recommended such a spread, formula or methodology as described in paragraph (X) above, to be applied to such Recommended Replacement Rate in order to reduce or eliminate, to the extent reasonably practicable under the circumstances, any economic prejudice or benefit (as applicable) to Noteholders as a result of the replacement of SARON with such Recommended Replacement Rate for purposes of determining SARON, which spread will be determined by the Issuer, following consultation with the Independent Adviser, and be consistent with industry-accepted practices for fixed income securities with respect to which such Recommended Replacement Rate has replaced SARON as the reference rate for purposes of determining the applicable rate of interest thereon;

**"Recommended Replacement Rate"** means the rate that has been recommended as the replacement for SARON by the Recommending Body;

**"Recommending Body"** means any working group or committee in Switzerland organised in the same or a similar manner as the National Working Group on Swiss Franc Reference Rates that was founded in 2013 for purposes of, among other things, considering proposals to reform reference interest rates in Switzerland;

**"SARON Index Cessation Effective Date"** means the earliest of:

- (i) in the case of the occurrence of a SARON Index Cessation Event described in paragraph (i) of the definition thereof, the date on which the SARON Administrator ceases to provide SARON;
- (ii) in the case of the occurrence of a SARON Index Cessation Event described in paragraph (ii)(x) of the definition thereof, the latest of:
  - (A) the date of such statement or publication;
  - (B) the date, if any, specified in such statement or publication as the date on which SARON will no longer be representative; and
  - (C) if a SARON Index Cessation Event described in paragraph (ii)(x) of the definition thereof has occurred on or prior to either or both dates specified in paragraphs (A) and (B) of this paragraph (ii), the date as of which SARON may no longer be used; and
- (iii) in the case of the occurrence of a SARON Index Cessation Event described in paragraph (ii)(y) of the definition thereof, the date as of which SARON may no longer be used;

**"SARON Index Cessation Event"** means the occurrence of one or more of the following events:

- (i) a public statement or publication of information by or on behalf of the SARON Administrator, or by any competent authority, announcing or confirming that the SARON Administrator has ceased or will cease to provide SARON

permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide SARON; or

- (ii) a public statement or publication of information by the SARON Administrator or any competent authority announcing that (x) SARON is no longer representative or will as of a certain date no longer be representative, or (y) SARON may no longer be used after a certain date, which statement, in the case of sub-clause (y), is applicable to (but not necessarily limited to) fixed income securities and derivatives; and

**"SNB Adjustment Spread"** means, with respect to the SNB Policy Rate, the spread (which may be positive, negative or zero) to be applied to the SNB Policy Rate in order to reduce or eliminate, to the extent reasonably practicable under the circumstances, any economic prejudice or benefit (as applicable) to Noteholders as a result of the replacement of SARON with the SNB Policy Rate for purposes of determining SARON, which spread will be determined by the Issuer, following consultation with the Independent Adviser, taking into account the historical median between SARON and the SNB Policy Rate during the two year period ending on the date on which the SARON Index Cessation Event occurred (or, if more than one SARON Index Cessation Event has occurred, the date on which the first of such events occurred).

- (l) Screen Rate Determination – Overnight Rate – Compounded Daily SARON – Index Determination

This Condition 3(b)(iii)(l) applies where: (1) Screen Rate Determination and Overnight Rate are specified hereon to be Applicable; (2) Compounded Daily SARON is specified hereon as the Reference Rate; and (3) Index Determination is specified hereon to be Applicable.

The Rate of Interest for an Interest Accrual Period will, subject as provided below, be the Compounded SARON with respect to such Interest Accrual Period plus or minus the applicable Margin (if any), all as determined by the Calculation Agent.

**"Compounded SARON"** means, with respect to an Interest Accrual Period, the rate determined by the Calculation Agent in accordance with the following formula:

$$\left( \frac{\text{SARON Compounded Index}_{End}}{\text{SARON Compounded Index}_{Start}} - 1 \right) \times \frac{D}{d}$$

and the resulting percentage will be rounded, if necessary, to the sixth decimal place, plus or minus (as indicated in the applicable Final Terms) the Margin and will be calculated by the Calculation Agent on the relevant Interest Determination Date where:

**"SARON Compounded Index"** shall mean in relation to any Swiss Business Day, the value of the index known as the SARON Index administered by the SARON Administrator as published on the SIX Group's Website at 6:00 p.m. (Zurich time) on such Swiss Business Day;

**"Swiss Business Day"** has the meaning given in Condition 3(b)(iii)(H) above);

**"d"** is the number of calendar days from (and including) the day on which the SARON Compounded Index<sub>Start</sub> is determined to (but excluding) the day on which the SARON Compounded Index<sub>End</sub> is determined;

**"Relevant Number"** is the number of Swiss Business Days included in the Observation Shift Period specified in the applicable Final Terms (or, if no such number is specified, two);

**"SARON Compounded Index<sub>Start</sub>"** means, in relation to any Interest Period, the SARON Compounded Index value on the day falling the Relevant Number of Swiss Business Days prior to the first day of such Interest Period; and

**“SARON Compounded Index<sub>End</sub>”** means, in relation to any Interest Period, the SARON Compounded Index value on the day falling the Relevant Number of Swiss Business Days prior to the Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period).

If, with respect to any Interest Period, the relevant rate is not published for the SARON Compounded Index either on the relevant SARON Compounded Index<sub>Start</sub> date or on the SARON Compounded Index<sub>End</sub> date, then the Calculation Agent shall calculate the rate of interest for that Interest Period as if “Index Determination” was specified as “Not Applicable” in the applicable Final Terms.

(J) Linear Interpolation

Where Linear Interpolation is specified hereon as applicable in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified hereon as applicable) or the relevant Floating Rate Option (where ISDA Determination is specified hereon as applicable), one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Accrual Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Accrual Period provided however that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Issuer (or an Independent Adviser) shall determine such rate at such time and by reference to such sources as it determines appropriate.

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

(K) Floating Rate Notes linked to Reference Rates other than EURIBOR, SOFR, SONIA, €STR or SARON

If the Reference Rate from time to time in respect of Floating Rate Notes is specified hereon as being other than EURIBOR, SOFR, SONIA, €STR or SARON, the Rate of Interest in respect of such Notes will be determined as provided in the relevant Final Terms.

(iv) Determination of Rate of Interest and Calculation of Interest Amount

The Calculation Agent will, as soon as practicable after the customary time on each Interest Determination Date (being, if the Rate of Interest is being determined in accordance with Condition 3(b)(iii), the day or date as set out in the appropriate floating rate option set out in the ISDA Definitions upon which it is customary, in accordance with the terms of the appropriate floating rate option which is being used to determine the Rate of Interest, to determine the Rate of Interest), determine the Rate of Interest and calculate the amount of interest payable in respect of each Specified Denomination (each, an **“Interest Amount”**) for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to a Specified Denomination, multiplying such sum by the applicable Day Count Fraction and rounding the resultant figure to the nearest cent (or its approximate equivalent in the relevant other Specified Currency), half a cent (or its approximate equivalent in the relevant other Specified Currency) being rounded upwards. The determination of the Rate of Interest and calculation of each Interest Amount by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties. Reference in this sub-paragraph to the **“customary time”** is to the time of day when, in accordance with the terms of the appropriate floating rate option, it is customary to determine the basis for the calculation of the Rate of Interest as set out in the appropriate floating

rate option. If the Rate of Interest is being determined in accordance with Condition 3(b)(iii)(A), the Interest Determination Date shall be set out in the applicable Final Terms.

(v) **Notification of Rate of Interest and Interest Amount**

The Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date after such determination to be notified to the Issuer and (in the case of Floating Rate Notes which are to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange), the EU regulated market of the Luxembourg Stock Exchange or (if applicable) any other stock exchange on which the relevant Floating Rate Notes are for the time being listed and, in case of the VP Notes, VP and the VP Agent in any event not later than the first business day (being a day on which commercial banks and foreign exchange markets settle payments in the city where the Calculation Agent is located) after such determination, and to be published in accordance with the provisions of Condition 11 as soon as possible but in any event not later than the second business day (being a day on which commercial banks and foreign exchange markets settle payments in the city where the Calculation Agent is located) after their determination. Each Rate of Interest, Interest Amount and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without publication as aforesaid in the event of an extension or shortening of the Interest Period or Interest Accrual Period (as the case may be). Any such amendment will be promptly notified to each stock exchange on which this Note, if it is a Floating Rate Note, is for the time being listed.

If the applicable Final Terms specify a Minimum Rate of Interest, then the Rate of Interest shall in no event be less than such minimum, and if there is so shown a Maximum Rate of Interest then the Rate of Interest shall in no event exceed such maximum.

(c) **Zero Coupon Notes**

Where a Zero Coupon Note becomes due and payable prior to the Maturity Date and is not paid when due, the amount due and payable shall be the Amortised Face Amount of such Note as determined in accordance with Condition 4(g)(iii). As from the Maturity Date, any overdue principal of such Note shall bear interest at a rate per annum equal to the Amortisation Yield (as defined in the applicable Final Terms). Such interest shall continue to accrue (as well after as before any judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the holder of such Note and (ii) the day on which the Principal Paying Agent has notified the holder thereof (either in accordance with Condition 11 or individually) of receipt of all sums due in respect thereof up to that date. Such interest will be calculated on the basis of a 360 day year consisting of 12 months of 30 days each and in the case of an incomplete month the actual number of days elapsed. This Condition 3(c) shall not apply to VP Notes and the provisions relating to such Notes will be set out in the applicable Final Terms.

(d) **Indexed Notes**

In the case of Indexed Notes where the rate of interest (whether on any Interest Payment Date, Fixed Interest Date, early redemption, maturity or otherwise) falls to be determined by reference to the Index and/or the Formula, the rate of interest shall be determined in accordance with the Index and/or the Formula in the manner specified in the applicable Final Terms and payment shall otherwise be made in accordance with Condition 5.

(e) **Partly Paid Notes**

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes) interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable Final Terms.

(f) ***Equity-Linked Interest Notes and Commodity-Linked Interest Notes***

In the case of Equity-Linked Interest Notes and Commodity-Linked Interest Notes, interest will accrue on the basis specified in the applicable Final Terms.

(g) ***Benchmark discontinuation***

This Condition 3(g) applies in respect of each issue of Floating Rate Notes unless “Benchmark Discontinuation” is specified in the applicable Final Terms to be ‘Not Applicable’.

If the applicable Final Terms specifies “Benchmark Replacement” to be ‘Applicable’, the provisions of Condition 3(g)0 apply, together with the other provisions of this Condition 3(g) (other than Condition 3(g)(ii)).

If the applicable Final Terms specifies “Benchmark Transition” to be ‘Applicable’, the provisions of Condition 3(g)(ii) apply, together with the other provisions of this Condition 3(g) (other than Condition 3(g)0).

Notwithstanding the provisions above in Condition 3(b), if a Benchmark Event occurs in relation to an Original Reference Rate when any required Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the following provisions of this Condition 3(g) shall apply.

(A) Independent Adviser

The Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Issuer determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 3(g)(i)(B)) and, in either case, an Adjustment Spread if any (in accordance with Condition 3(g)(i)(C)) and any Benchmark Amendments (in accordance with Condition 3(g)(i)(D)).

An Independent Adviser appointed pursuant to this Condition 3(g) shall act in good faith as an expert and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Issuer, any Agent, any Calculation Agent, the Noteholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer pursuant to this Condition 3(g).

(B) Successor Rate or Alternative Rate

If the Issuer, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, determines that:

- (i) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 3(g)(i)(C)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 3(g)); or
- (ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 3(g)(i)(C)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 3(g)).

(C) Adjustment Spread

If the Issuer, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

(D) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 3(g) and the Issuer, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, determines (i) that amendments to these Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments the “**Benchmark Amendments**”) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 3(g)(iii), without any requirement for the consent or approval of Noteholders, vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 3(g)(i)(D), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(E) Definitions

As used in this Condition 3(g):

“**Adjustment Spread**” means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Issuer, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);
- (ii) the Issuer determines, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); (or if the Issuer determines that no such industry standard is recognised or acknowledged);
- (iii) the Issuer, in its discretion, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, determines to be appropriate.

“**Alternative Rate**” means an alternative to the Reference Rate which the Issuer determines in accordance with Condition 3(g)(i)(B) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same Specified Currency as the Notes.

**“Benchmark Amendments”** has the meaning given to it in Condition 3(g)(i)(D).

**“Benchmark Event”** means:

- (i) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist; or
- (ii) a public statement by the administrator of the Original Reference Rate that it will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (iii) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six months; or
- (v) it has become unlawful for any Paying Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate.

**“Independent Adviser”** means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer at its own expense under Condition 3(g)(i);

**“Original Reference Rate”** means the originally-specified Reference Rate used to determine the Rate of Interest (or any component part thereof) on the Notes;

**“Relevant Nominating Body”** means, in respect of a Reference Rate:

- (i) the central bank for the currency to which the Reference Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Reference Rate; or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the Reference Rate relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the Reference Rate, (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof;

**“Successor Rate”** means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

- (ii) Benchmark Transition

If a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the following provisions shall apply.

(A) ***Independent Adviser***

- (i) The Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Benchmark Replacement which will replace such Original Reference Rate for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates (subject to any subsequent application of this Condition 3(g)(ii) with respect to such Benchmark

Replacement) and any Benchmark Replacement Conforming Changes. In making such determination, the Independent Adviser appointed pursuant to this Condition 3(g)(ii) shall act in good faith as an expert. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Principal Paying Agent, the Paying Agents, the Noteholders or the Couponholders for any determination made by it pursuant to this Condition 3(g)(ii).

- (ii) Any Benchmark Replacement so determined shall have effect for any subsequent determination of any Rate of Interest (subject to any further application of this Condition 3(g)(ii) with respect to such Benchmark Replacement), subject, if any associated Benchmark Replacement Conforming Changes are required in connection therewith, to such Benchmark Replacement Conforming Changes becoming effective in accordance with the following provisions.
  - (iii) If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Benchmark Replacement or, failing which, a Benchmark Replacement and any Benchmark Replacement Conforming Changes in accordance with this Condition 3(g)(ii) prior to the date which is 10 business days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Accrual Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Accrual Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Accrual Period shall be substituted in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Accrual Period only and any subsequent Interest Accrual Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 3(g)(ii)(A).
- (B) ***Benchmark Replacement Conforming Changes***
- (i) If the Independent Adviser determines (i) that amendments to these Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Benchmark Replacement (such amendments, the **“Benchmark Replacement Conforming Changes”**) and (ii) the terms of the Benchmark Replacement Conforming Changes, then the Issuer shall, subject to giving notice thereof in accordance with Condition 3(g)(iii), without any requirement for the consent or approval of Noteholders, vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Replacement Conforming Changes with effect from the date specified in such notice.
  - (ii) Notwithstanding any other provision of this Condition 3(g)(ii), neither the Calculation Agent nor any Paying Agent is obliged to concur with the Issuer or the Independent Adviser in respect of any changes or amendments as contemplated under this Condition 3(g)(ii) which, in the sole opinion of the Calculation Agent or the relevant Paying Agent, as the case may be, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Calculation Agent or the relevant Paying Agent (as applicable) in the Agency Agreement and/or these Conditions.



- (iii) In connection with any such variation in accordance with this Condition 3(g)(ii), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(C) **Definitions**

- (i) As used in these Conditions:

**“Benchmark Replacement”** means the first alternative set forth in the order below that can be determined by the Independent Adviser as of the Benchmark Replacement Date:

- (i) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the Original Reference Rate for the applicable Corresponding Tenor and (b) the Benchmark Replacement Adjustment;
- (ii) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment; or
- (iii) the sum of: (a) the alternate rate of interest that has been selected by the Issuer as the replacement for the Original Reference Rate for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current benchmark for U.S. dollar-denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment;

**“Benchmark Replacement Adjustment”** means the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

- (i) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

**“Benchmark Replacement Date”** means the earliest to occur of the following events with respect to the Original Reference Rate (including the daily published component used in the calculation thereof):

- (i) in the case of clause (i) or (ii) of the definition of “Benchmark Transition Event”, the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Original Reference Rate permanently or indefinitely ceases to provide the Original Reference Rate (or such component); or
- (ii) in the case of clause (iii) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein.
- (iii) For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than (where the Rate of Interest is to be determined pursuant to Condition 3(b)(iii)(B)) the Specified Time or (in any other case) the customary or scheduled time for publication of the relevant reference rate in accordance with the then-prevailing operational procedures of the administrator of such reference rate or, as the case may be, of the other relevant information service publishing such reference rate, on, the relevant Interest Determination Date, the

Benchmark Replacement Date will be deemed to have occurred prior to such time for such determination;

**“Benchmark Transition Event”** means the occurrence of one or more of the following events with respect to the Original Reference Rate (including the daily published component used in the calculation thereof):

- (i) a public statement or publication of information by or on behalf of the administrator of the Original Reference Rate (or such component) announcing that such administrator has ceased or will cease to provide the Original Reference Rate (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Original Reference Rate (or such component); or
- (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Original Reference Rate (or such component), the central bank for the currency of the Original Reference Rate (or such component), an insolvency official with jurisdiction over the administrator for the Original Reference Rate (or such component), a resolution authority with jurisdiction over the administrator for the Original Reference Rate (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Original Reference Rate, which states that the administrator of the Original Reference Rate (or such component) has ceased or will cease to provide the Original Reference Rate (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Original Reference Rate (or such component); or
- (iii) a public statement or publication of information by the regulatory supervisor for the administrator of the Original Reference Rate announcing that the Original Reference Rate is no longer representative;

**“Corresponding Tenor”** means, with respect to a Benchmark Replacement, a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the Original Reference Rate;

**“Independent Adviser”** means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer;

**“ISDA Fallback Adjustment”** means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Original Reference Rate;

**“ISDA Fallback Rate”** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Original Reference Rate for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

**“Original Reference Rate”** means the benchmark or screen rate (as applicable) originally specified for the purpose of determining the relevant Rate of Interest (or any relevant component part(s) thereof) on the Notes (provided that if, following one or more Benchmark Transition Events, such originally specified benchmark or screen rate (or any benchmark used in any Benchmark Replacement which has replaced it (the Replacement Benchmark)) has been replaced by a (or a further) Replacement Benchmark and a Benchmark Transition Event subsequently occurs in respect of such Replacement Benchmark, the term “Original Reference Rate” shall be deemed to include any such Replacement Benchmark);

**“Relevant Governmental Body”** means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

**“Unadjusted Benchmark Replacement”** means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(iii) Notices, etc.

- (A) Any Benchmark Event, Benchmark Transition Event, Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments or Benchmark Replacement Conforming Changes (as applicable), determined under this Condition 3(g) will be notified promptly by the Issuer to the Principal Paying Agent, any Calculation Agent and, in accordance with Condition 11, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments and/or Benchmark Replacement Conforming Changes (as applicable), if any.
- (B) No later than notifying the Principal Paying Agent of the same, the Issuer shall deliver to the Principal Paying Agent a certificate signed by two Authorised Signatories of the Issuer:
  - (I) confirming (i) that a Benchmark Event or Benchmark Transition Event (as applicable) has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate and, (iii) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments and/or Benchmark Replacement Conforming Changes (as applicable), in each case as determined in accordance with the provisions of this Condition 3(g); and
  - (II) certifying that the Benchmark Amendments and/or Benchmark Replacement Conforming Changes (as applicable) are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.
- (C) The Principal Paying Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.
- (D) The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments and/or Benchmark Replacement Conforming Changes (as applicable) (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) be binding on the Issuer, the Principal Paying Agent, any Calculation Agent, the Paying Agents and the Noteholders.

(iv) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under this Condition 3(g), the Original Reference Rate and the fallback provisions provided for in Condition 3(b)(iii) and this Condition 3(g) will continue to apply unless and until the Principal Paying Agent has been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread (if applicable) and Benchmark Amendments and/or Benchmark Replacement Conforming Changes (as applicable), in accordance with this Condition 3(g).

(h) **Definitions**

**“ISDA”** means the International Swaps and Derivatives Association, Inc. (or any successor);

**“ISDA Definitions”** means, in relation to any Series of Notes:

- (i) if "ISDA 2006 Definitions" are specified as being applicable in the relevant Final Terms, the 2006 ISDA Definitions (as supplemented, amended and updated as at the date of issue of the first Tranche of the Notes of such Series) as published by ISDA (copies of which may be obtained from ISDA at [www.isda.org](http://www.isda.org));
- (ii) if "ISDA 2021 Definitions" are specified as being applicable in the relevant Final Terms, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the date of issue of the first Tranche of Notes of such Series, as published by ISDA on its website ([www.isda.org](http://www.isda.org));

**"Interest Accrual Period"** means (i) each Interest Period and (ii) any other period (if any) in respect of which interest is to be calculated, being the period from (and including) the first day of such period to (but excluding) the day on which the relevant payment of interest falls due (which, if the Notes become due and payable in accordance with Condition 7, shall be the date on which the Notes become due and payable);

**"Interest Determination Date"** means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the applicable Final Terms or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro or (iii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro;

**"Day Count Fraction"** means:

- (i) if "Actual/Actual (ICMA)" is specified in the applicable Final Terms:
  - (i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **"Accrual Period"**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
  - (ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
    - (A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
    - (B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;
- (ii) if "Actual/Actual (ISDA)" or "Actual/Actual" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (iii) if "Actual/365 (Fixed)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;

- (iv) if “Actual/365 (Sterling)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (v) if “Actual/360” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (vi) if “30/360”, “360/360” or “Bond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

Day Count Fraction =

$$\frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

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

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

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

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

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

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

- (vii) if “30E/360” or “Eurobond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

Day Count Fraction =

$$\frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

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

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

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

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

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

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

- (viii) if “30E/360 (ISDA)” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

Day Count Fraction =

$$\frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

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

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

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

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

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

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

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day on the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (i) in any case where Specified Periods are specified in accordance with Condition 3(b)(i)(B)), the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply mutatis mutandis or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (ii) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (iii) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (iv) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Terms and Conditions, “**Business Day**” means:

- (i) in relation to any sum payable in euro, a day on which the real time gross settlement system operated by the Eurosystem, or any successor system ("T2") is open and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and
- (ii) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments in the principal financial centre of the country of the relevant Specified Currency (if other than any Additional Business Centre and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively) and any Additional Business Centre specified in the applicable Final Terms.

**"Determination Period"** means, the period from (and including) a Determination Date to but excluding the next Determination Date including, where either the Interest Commencement Date or the Final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date following after, such date;

**"Relevant Screen Page"** means such page, section, caption, column or other part of a particular information service as may be specified hereon (or any successor or replacement page, section, caption, column or other part of a particular information service);

**"sub-unit"** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and means, with respect to euro, one cent.

#### 4. **Redemption and Purchase**

##### (a) ***Final Redemption***

Unless previously redeemed or purchased and cancelled as provided below, this Note will be redeemed at its nominal amount in the Specified Currency on the Maturity Date.

##### (b) ***Redemption for Tax Reasons***

The Notes of this Series may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than 30 nor more than 60 days' notice in accordance with Condition 11 (which notice shall be irrevocable), in accordance with paragraph (h) or (i) (as applicable) below if (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 6 as a result of any change in, or amendment to, the laws or regulations of The Kingdom of Denmark or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first issue of Notes of this Series and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes of this Series then due. Prior to the publication of any notice of redemption pursuant to this paragraph (b), the Issuer shall deliver to the Principal Paying Agent a certificate signed by two directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

##### (c) ***Redemption at the option of the Issuer (Issuer Call)***

If Issuer Call is specified in the applicable Final Terms, the Issuer may, at any time (if this Note is not a Floating Rate Note) or only on any Interest Payment Date (if this

Note is a Floating Rate Note) at its option, on giving not less than 30 nor more than 60 days' notice to the holders of Notes of this Series (which notice shall be irrevocable and shall specify the date fixed for redemption) in accordance with Condition 11, redeem all or some only of the Notes of this Series then outstanding on any Optional Redemption Date (subject as provided above) specified prior to the stated maturity of such Notes and at the Optional Redemption Amount specified in the applicable Final Terms. In the event of a redemption of some only of such Notes, such redemption must be for an amount being not less than EUR1,000,000 in nominal amount or a higher integral multiple of EUR1,000,000 (or their respective equivalents in other Specified Currencies as determined by the Issuer). In the case of a partial redemption of such Notes in definitive form, Notes to be redeemed will be selected individually by lot, or, in case of VP Notes, in accordance with the rules and procedures of VP, and in such place as the Principal Paying Agent and (in the case of Registered Notes only) the Registrar or in case of the VP Notes, the VP Agent, may approve and in such manner as the Principal Paying Agent and (in the case of Registered Notes only) the Registrar or, as the case may be, the VP Agent, shall deem to be appropriate and fair (without involving any part only of a Note) not more than 60 days prior to the date fixed for redemption and a list of such Notes called for redemption will be published in accordance with Condition 11 not less than 15 nor more than 30 days prior to such date. In the case of a partial redemption of such Notes represented by a Global Note, the relevant Notes will be redeemed in accordance with the rules of Euroclear and Clearstream (to be reflected in the records of Euroclear and Clearstream as either a pool factor or a reduction in nominal amount, at their discretion) and, in the case of a partial redemption of VP Notes, the relevant Notes will be redeemed in accordance with the rules and procedures of VP.

(d) ***Redemption at the Option of the Issuer (Clean-up Call)***

If (i) Clean-up Call is specified in the applicable Final Terms; and (ii) 80 per cent. or more in nominal amount of the Notes of this Series issued have been redeemed or purchased pursuant to the operation of (unless otherwise specified in the applicable Final Terms) any of Condition 4(c) and/or Condition 4(e) and/or Condition 4(f), the Issuer may, at any time at its option, on giving not less than 30 nor more than 60 days' notice (or such other notice period as may be specified in the applicable Final Terms) to the holders of Notes of this Series (which notice shall be irrevocable and shall specify the date fixed for redemption) in accordance with Condition 11, redeem all of the remaining Notes of this Series then outstanding at their Early Redemption Amount together with interest accrued to (but excluding) the date fixed for such redemption.

(e) ***Redemption at the option of the Noteholders***

If Investor Put is specified in the applicable Final Terms, upon the holder of this Note giving to the Issuer in accordance with Condition 11 not less than 30 nor more than 60 days' notice, or as otherwise specified in the applicable Final Terms (which notice shall be irrevocable), the Issuer will, upon the expiry of such notice, redeem in whole (but not in part) this Note on the Optional Redemption Date and at the Optional Redemption Amount specified in the applicable Final Terms.

If such Notes are in definitive form, to exercise the right to require redemption of his Notes the holder of the Notes must deliver such Notes, in each case on any business day (as defined in Condition 5) falling within the notice period at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes), accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) (a "**Put Notice**") and in which the holder must specify a bank account (or, if payment is by cheque, an address) to which payment is to be made under this Condition.

If such Note is a VP Note, in order to exercise the option contained in this Condition, the holder of the VP Note must, within the notice period set out above, give notice to



the VP Agent of such exercise in accordance with the standard procedures of VP from time to time.

(f) **Purchase**

The Issuer or any of its Subsidiaries (if any) (as defined in Condition 7) may at any time purchase or otherwise acquire Notes of this Series in the open market or otherwise. Notes purchased or otherwise acquired by the Issuer may be held or resold or, at the discretion of the Issuer, surrendered to any Paying Agent and/or the Registrar (where applicable, for Registered Notes) for cancellation (together with (in the case of definitive Notes of this Series) any unmatured Coupons or Receipts attached thereto or purchased therewith). If purchases are made by tender, tenders must be made available to all holders of Notes of this Series alike.

(g) **Zero Coupon Notes**

- (i) The amount payable in respect of any Zero Coupon Note, upon redemption of such Note pursuant to paragraph (b), (c), (d) or (e) above or upon its becoming due and repayable as provided in Condition 7, shall be the Amortised Face Amount (calculated as provided below) of such Note.
- (ii) Subject to the provisions of sub-paragraph (iii) below, the Amortised Face Amount of any Zero Coupon Note shall be an amount equal to the sum of the Reference Price and the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable.
- (iii) If the amount payable in respect of any Zero Coupon Note upon redemption of such Note pursuant to paragraph (b), (c), (d) or (e) above or upon its becoming due and repayable as provided in Condition 7 is not paid when due, the amount due and repayable in respect of such Note shall be the Amortised Face Amount of such Note calculated pursuant to sub-paragraph (ii) above, except that that subparagraph shall have effect as though the reference therein to the date on which such Note becomes due and repayable were replaced by a reference to the date (the "**Reference Date**") which is the earlier of (a) the date on which all sums due in respect of such Note up to that day are received by or on behalf of the holder thereof, and (b) the date on which the Principal Paying Agent, the Registrar or the VP Agent, as applicable, has notified the holder thereof (either in accordance with Condition 11 or individually) of receipt of all sums due in respect thereof up to that date. The calculation of the Amortised Face Amount in accordance with this subparagraph will continue to be made, after as well as before judgment, until the Reference Date unless the Reference Date falls on or after the Maturity Date, in which case the amount due and repayable shall be the nominal amount of such Note together with any interest which may accrue in accordance with Condition 3(c).

(h) **Early Redemption Prices**

For the purposes of paragraph (b) above and Condition 7, Notes will be redeemed (i) in the case of Notes (other than Indexed Notes and Dual Currency Notes) at their nominal amount in the relevant Specified Currency together with interest accrued to the date of payment, or (ii) in the case of Zero Coupon Notes, at the Amortised Face Amount of such Notes determined in accordance with paragraph (g) above, or (iii) in the case of Indexed Notes and Dual Currency Notes, in accordance with Condition 4(i) below.

(i) **Indexed Notes and Dual Currency Notes**

In respect of an Indexed Note the amount payable in respect of principal at maturity (the "**Redemption Amount**") shall be determined in accordance with the applicable Final Terms and each such Indexed Note shall, unless previously redeemed or purchased and cancelled as provided below, be redeemed at the applicable Redemption Amount on the Maturity Date. In respect of an Indexed Note where the amount payable on an early redemption in respect of principal only, principal and interest or interest only shall be determined in accordance with the applicable Final Terms. Dual Currency Notes where the amount payable upon redemption (whether at maturity or upon early redemption pursuant to Condition 7 or otherwise) falls to be determined by reference to the Rate of Exchange will be redeemed at the amount calculated by reference to such Rate of Exchange together (if appropriate) with interest accrued to the date fixed for redemption.

(j) ***Cancellation***

All Notes redeemed, and all Notes purchased or otherwise acquired as aforesaid and surrendered to the Principal Paying Agent (or Registrar, as applicable) for cancellation or in the case of VP Notes, identified to the VP Agent for cancellation, shall be cancelled (together, in the case of definitive Bearer Notes, with all unmatured Coupons and Receipts presented therewith) and in the case of VP Notes, deleted from the records of VP, and thereafter may not be reissued or resold.

(k) ***Instalments***

Each Bearer Note in definitive form which is redeemable in instalments will be redeemed in the Instalment Amounts and on the Instalment Dates, in the case of all instalments (other than the final instalment) by surrender of the relevant Receipt (which must be presented with the Note to which it appertains) and in the case of the final instalment by surrender of the relevant Note, all as more fully described in Condition 5.

(l) ***Partly Paid Notes***

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition as amended or varied by the information specified in the applicable Final Terms.

(m) ***Equity-Linked Redemption Notes and Commodity-Linked Interest Redemption Notes***

Equity-Linked Redemption Notes and Commodity-Linked Redemption Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition as amended or varied by the information specified in the applicable Final Terms.

**5. Payments and Exchange of Talons**

(a) ***Method of payment***

Subject as provided below:

- (i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney or Auckland, respectively); and

- (ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 6 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof or any law implementing an intergovernmental approach thereto.

(b) ***Presentation of definitive Bearer Notes, Receipts and Coupons***

Payments of principal and interest (if any) in respect of definitive Bearer Notes (if issued) will (subject as provided below) be made in the manner provided in condition 5(a) only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of such definitive Bearer Notes or Coupons, as the case may be, at any specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction). Payments of principal in respect of instalments (if any), other than the last instalment, will (subject as provided below) be made against surrender of the relevant Receipt. Payment of the last instalment will be made against surrender of the relevant Note. Each Receipt must be presented for payment of such instalment together with the relevant definitive Bearer Note against which the amount will be payable in respect of that instalment. If any definitive Bearer Notes are redeemed or become repayable prior to the Maturity Date in respect thereof, principal will be payable on surrender of each such Note together with all unmatured Receipts appertaining thereto. Upon such due date for redemption unmatured Receipts will become void and no payment will be made in respect of them. Unmatured Receipts and Receipts presented without the definitive Bearer Notes to which they appertain do not constitute obligations of the Issuer. All payments of interest and principal with respect to Notes will be made outside the United States except as otherwise provided below.

Fixed Rate Notes in definitive bearer form, other than those whose nominal amount is less than the aggregate interest payable thereon on the relevant dates for the payment of interest under Condition 3 (a “**Long Maturity Note**”) and Indexed Notes, should be presented for payment with all unmatured Coupons appertaining thereto (which expression shall include Coupons falling to be issued on exchange of Talons which will have matured on or before the relevant redemption date), failing which the full amount of any missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the full amount of such missing unmatured Coupon which the sum so paid bears to the total amount due) will be deducted from the sum due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of the relevant missing Coupon at any time thereafter but before the expiry of a period of ten years from the Relevant Date (as defined in Condition 6) for the payment of such sum due for payment, whether or not such Coupon has become void pursuant to Condition 8 or, if later, five years from the due date for payment of such Coupon. Upon any Fixed Rate Note becoming due and repayable prior to its Maturity Date, all Talons (if any) appertaining thereto and maturing on or after such due date will become void and no further Coupons will be issued in respect thereof.

Upon the due date for any Fixed Rate Note in definitive bearer form, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

Upon the due date for redemption of any Floating Rate Note, Long Maturity Note, Dual Currency Note, Indexed Note, Equity-Linked Interest Notes and Commodity-Linked Interest Notes in definitive bearer form, all unmatured Coupons and Talons (if any)

relating to such Bearer Note (whether or not attached) shall become void and no payment shall be made in respect of them.

If the due date for redemption of any interest bearing definitive Bearer Note is not a due date for the payment of interest relating thereto, interest accrued in respect of such Note from (and including) the last preceding due date for the payment of interest (or from the Interest Commencement Date, as the case may be) will be paid only against surrender of the relevant definitive Bearer Note.

(c) ***Payments in respect of Bearer Global Notes***

Payments of principal and interest (if any) in respect of Notes represented by any Global Note in bearer form will (subject as provided below) be made in the manner specified above in relation to definitive Bearer Notes and otherwise in the manner specified in the relevant Global Note against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made on such Global Note, distinguishing between any payment of principal and any payment of interest, will be made either on such Global Note by the Paying Agent to which it was presented for the purpose of making such payment or in the records of Euroclear and Clearstream, as applicable, and such record shall be prima facie evidence that the payment in question has been made.

(d) ***Payments in respect of Registered Notes***

Payments of principal (other than instalments of principal prior to the final instalment) in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the register of holders of the Registered Notes maintained by the Registrar (the “**Register**”) (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. For these purposes, “**Designated Account**” means the account (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by a holder with a Designated Bank and identified as such in the Register and “**Designated Bank**” means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest and payments of instalments of principal (other than the final instalment) in respect of each Registered Note (whether or not in global form) will be made by transfer on the due date to the Designated Account of the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the relevant due date (the “**Record Date**”). Payment of the interest due in respect of each Registered Note on redemption and the final instalment of principal will be made in the same manner as payment of the principal amount of such Registered Note.

No commissions or expenses shall be charged to the holders by the Registrar in respect of any payments of principal or interest in respect of Registered Notes.

None of the Issuer or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

(e) ***Payments in respect of VP Notes***

Payments of principal and interest in respect of VP Notes shall be made to the holders shown in the relevant securities accounts of VP (the “**VP Securities Account**”) in accordance with and subject to the rules and regulations from time to time governing VP by transfer to a cash account denominated in the currency in which the payment is due and maintained by the payee with a bank in the principal financial centre of such Specified Currency, and which has been linked to the VP Securities Account in accordance with the rules and regulations of VP. Payments in respect of the VP Notes will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 6 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof or any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the holders in respect of such payments.

(f) ***General Provisions applicable to payments***

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or of Clearstream as the holder of a particular nominal amount of Notes must look solely to Euroclear and/or Clearstream, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of the relevant Global Note. No person other than the holder of the relevant Global Note shall have any claim against the Issuer in respect of any payments due on that Global Note.

Notwithstanding the foregoing, payments due to be made in U. S. dollars in respect of Bearer Notes will be made at the specified office of any Paying Agent in the United States: (i) if (1) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment at such specified offices outside the United States of the full amount due on the Notes in the manner provided above when due, (2) payment of the full amount due at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions and (3) such payment is then permitted under United States law, and (ii) at the option of the relevant holder if such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

Payments in respect of the Notes will be subject in all cases to any (i) fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 6 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof or any law implementing an intergovernmental approach thereto.

If so specified in item 37 of the applicable Final Terms, if the Issuer is due to make a payment in the Specified Currency in respect of any Note or Coupon and the Specified Currency is not available on the foreign exchange markets due to the imposition of exchange controls, the Specified Currency's replacement or disuse or other circumstances beyond the Issuer's control, the Issuer will be entitled to satisfy its obligations in respect of such payment by making payment in either euro or U.S.

dollars as specified in the applicable Final Terms. The payment in euro or U.S. Dollars will be made either (i) in accordance with the provisions set out in the applicable Final Terms or (ii) on the basis of the spot exchange rate (the “**FX Rate**”) at which the Specified Currency is offered in exchange for euro or, as the case may be, U.S. dollars in the London foreign exchange market of any other financial centre which is then open for business) at noon, London time, two Business Days prior to the date on which payment is due or, if the FX Rate is not available on that date, on the basis of a substitute exchange rate determined by the Issuer or by its designated Calculation Agent (as applicable) acting in its absolute discretion from such source(s) and at such time as it may select. For the avoidance of doubt, the FX Rate or substitute exchange rate as aforesaid may be such that the resulting euro or U.S. dollar amount is zero and in such event no amount of euro, U.S. dollars or the Specified Currency will be payable. Any payment made in euro or U.S. dollars or non-payment in accordance with this Condition 5 will not constitute an Event of Default under Condition 7.

(g) ***Payment Day***

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, “**Payment Day**” means any day which is:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in (1) in case of the Notes in definitive form only, the relevant place of presentation and (2) each Additional Financial Centre specified in the applicable Final Terms; and
- (ii) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments in the principal financial centre of the country of the relevant Specified Currency (if other than the place of presentation, London and any Additional Financial Centre and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which the T2 System is open.

(h) ***Exchange of Talons***

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of any of the Paying Agents in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to, and including, the final date for the payment of interest due in respect of the Bearer Note to which it appertains) a further Talon, subject to the provisions of Condition 8. Each Talon shall, for the purposes of these Terms and Conditions, be deemed to mature on the interest payment date on which the final Coupon comprised in the relative Coupon sheet matures.

(i) ***Agents***

The names of the initial Agents are set out above and their initial specified offices in respect of this Series of Notes are set out in the Agency Agreement. The Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint additional or other Agents and/or to approve any change in the specified office of any Agent, provided that it will, so long as any of the Notes of this Series is outstanding, maintain (i) a Principal Paying Agent, a Registrar (in the case of Registered Notes) and a Transfer Agent (in the case of Registered Notes), and (ii) if and so long as any Notes of this Series are admitted to trading on the Luxembourg Stock Exchange’s regulated market and listed on the Official List of the Luxembourg

Stock Exchange, a Paying Agent having a specified office in such place (if any) as may be required by the rules and regulations of such stock exchange, and (iii) in case of the VP Notes, (a) a VP Agent and (b) one or more Calculation Agent(s) where the Terms and Conditions of the VP Notes so require. Any such variation, termination or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 days' prior notice thereof shall have been given to the Noteholders of this Series in accordance with Condition 11 and provided further that neither the resignation nor removal of the Principal Paying Agent or Registrar shall take effect, except in the case of insolvency as aforesaid, until a new Principal Paying Agent or Registrar (as applicable) has been appointed. In addition, if payments are due to be made in U. S. dollars in respect of the Notes the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in (i)(2) and (i)(3) of the fourth paragraph of Condition 5(f) (being the paragraph starting "Notwithstanding the foregoing, payments due...").

## 6. Taxation

All payments of principal and/or interest by the Issuer in respect of the Notes, Receipts and Coupons of this Series shall be made without withholding or deduction (a) for or on account of any present or future tax, duty or charge of whatever nature imposed or levied by or on behalf of The Kingdom of Denmark, or any political subdivision or any authority thereof or therein having power to tax; (b) imposed by the United States of America on a "dividend equivalent" as defined in Section 871(m) of the U.S. Internal Revenue Code of 1986 (the "**Code**"); or (c) imposed pursuant to 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulation or agreements thereunder or, official interpretations thereof, or law implementing an intergovernmental approach thereto or otherwise imposed pursuant to the Foreign Account Tax Compliance Act ("**FATCA**"), in each case unless the withholding or deduction is required by law (including pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to FATCA). In the event that the Issuer or any person acting on its behalf is required by law to make such withholding or deduction, the Issuer shall pay such additional amounts as will result (after such withholding or deduction) in the receipt by the holders of the Notes, Receipts or Coupons of this Series of the sums which would have been receivable (in the absence of such withholding or deduction) from it in respect of their Notes, Receipts and Coupons; except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon of this Series:

- (a) presented for payment in The Kingdom of Denmark; and/or
- (b) presented for payment by or on behalf of a person liable to such tax, duty or charge in respect of such Note, Receipt or Coupon by reason of his having some connection with The Kingdom of Denmark other than the mere holding or ownership of such Note, Receipt or Coupon; and/or
- (c) presented for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts if it had presented such Note on expiry of such 30 days; and/or
- (d) where such withholding or deduction is required pursuant to an agreement described in section 1471(b) of the Code, or is otherwise imposed pursuant to sections 1471 through 1474 of the Code and any regulations, agreements or undertakings thereunder or official interpretations thereof or other law implementing an intergovernmental approach thereto; and/or
- (e) where such withholding or deduction is payable with respect to any Indexed Notes and Equity-Linked Redemption Notes, and is imposed on or with respect to the "dividend equivalent" payment, as defined in Section 871(m) of the Code, pursuant to Sections 871 or 881 of the Code; and/or
- (f) any such taxes, duties, assessments or other governmental charges imposed on a payment in respect of the Notes required to be made pursuant to laws enacted by

Switzerland providing for the taxation of payments according to principles similar to those laid down in the draft legislation of the Swiss Federal Council of 17 December 2014, or otherwise changing the Swiss federal withholding tax system from an issuer-based system to a paying agent based system pursuant to which a person other than the issuer is required to withhold tax on any interest payments.

The “**Relevant Date**” in respect of any payment means the date on which such payment first becomes due or (if the full amount of the moneys payable has not been received by the Principal Paying Agent, Registrar or the VP Agent, as applicable, on or prior to such due date) the date on which notice is given to the Noteholders that such moneys have been so received.

Any reference in these Terms and Conditions to principal or interest or both in respect of the Notes shall be deemed to include (i) a reference to any additional amounts which may be payable under this Condition, (ii) in relation to Zero Coupon Notes, the Amortised Face Amount, (iii) in relation to Indexed Notes, Equity-Linked Interest Notes and Commodity-Linked Interest Notes the Redemption or Early Redemption Amount, (iv) in relation to Dual Currency Notes, the principal or interest in the relevant Specified Currency, (v) in relation to Notes redeemable in instalments, the Instalment Amount and (vi) any premium and any other amounts which may be payable under the Notes.

## **7. Repayment upon event of default**

If any of the following events (hereinafter called an “**Event of Default**”) shall occur and shall be continuing:

- (a) **Non-Payment:** in the event of default by the Issuer in any payment of principal or interest on any Note when and as the same shall become due and payable and such default continues for a period of 14 days after written notice has been given by any Noteholder to the Issuer; or
- (b) **Breach of Other Obligations:** in the event of default by the Issuer in the due performance of any other provision of the Notes, if such default is not cured within 30 days after receipt by the Principal Paying Agent of written notice of default given by any Noteholder; or
- (c) **Cross Default:** in the event of default by the Issuer in the due and punctual payment of the principal of, or premium or prepayment charge (if any) or interest on, any loan indebtedness, in excess of U.S.\$30,000,000 or its equivalent, of or assumed or guaranteed by the Issuer when and as the same shall become due and payable, if:
  - (i) such default is continuing after the expiry of the later of (i) the applicable grace period or (ii) fourteen days; and
  - (ii) the Issuer has received written notice of such default; and
  - (iii) such indebtedness shall have become repayable before the due date thereof as a result of acceleration of maturity by reason of the occurrence of such event of default (however described) thereunder; or
- (d) **Insolvency etc:** the Issuer makes a conveyance or assignment for the benefit of, or enters into composition or other arrangements with, its creditors generally, files a petition for opening of reconstruction proceedings, admits in writing that it cannot pay its debts generally as they become due, initiates a proceeding in bankruptcy, insolvency or other similar laws, is adjudicated bankrupt or insolvent, a receiver or similar official is appointed over the whole or any part of the assets or undertaking of the Issuer, proceedings shall be initiated with respect to the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws, or the Issuer is wound up, liquidated or dissolved, an encumbrancer takes possession of the whole or any substantial part of the assets or undertaking of the Issuer or a distress or execution or other process shall be levied or enforced upon or sued out against the whole or any substantial part of the assets of the Issuer and any such distress, execution or other process is not discharged within 60 days; or



- (e) **Illegality:** it becomes unlawful for the Issuer to perform any of its obligations under the Notes or any of its obligations thereunder ceases to be valid and binding; or
- (f) **Membership:** “kommuner” and “regioner” (or any similar local governments under the laws of The Kingdom of Denmark) cease to be the only members of the Issuer, or the members of the Issuer cease to be directly, jointly and severally liable for all its obligations including its borrowings; or
- (g) **Changes in business:** the Issuer ceases or threatens to cease to carry on all or a material part of its business or operations, or sells, transfers, lends or otherwise disposes of, directly or indirectly, all or a material part of its undertaking or assets otherwise than as a result of, or such sale, transfer, loan or other disposition is, a bona fide sale, transfer, loan or other disposition made for full value to a wholly-owned subsidiary of the Issuer, then any Note may, by notice in writing given to the Principal Paying Agent or Registrar at its specified office by the holder, be declared immediately due and payable whereupon it shall become immediately due and payable at its principal amount together with accrued interest without further formality unless such Event of Default shall have been remedied prior to the receipt of such notice by the Principal Paying Agent or Registrar.

## 8. Prescription

Claims for payment of principal in respect of the Notes (whether in bearer or registered form) shall be prescribed upon the expiry of ten years, and claims for payment of interest (if any) in respect of the Notes shall be prescribed upon the expiry of three years, in each case from the Relevant Date (as defined in Condition 6) thereof, subject to the provisions of Condition 5. There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 8 or Condition 5.

## 9. Replacement of Notes, Receipts, Coupons and Talons

If any Note (including any Global Note), Receipt, Coupon or Talon is mutilated, defaced, stolen, destroyed or lost, it may be replaced at the specified office of the Principal Paying Agent (in the case of Bearer Notes, Receipts or Coupons) or the Registrar (in the case of Registered Notes) upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

## 10. Meetings of Noteholders and Modification

The Agency Agreement contains provisions for convening meetings (including by way of telephone, videoconference or other electronic platform) of the holders of the Notes of this Series to consider matters affecting their interests, including modifications by Extraordinary Resolution of the terms and conditions of such Notes. The quorum for any meeting convened to consider a resolution proposed as an Extraordinary Resolution shall be one or more persons holding or representing a clear majority in nominal amount of such Notes for the time being outstanding, or at any adjourned such meeting one or more persons being or representing holders of Notes whatever the nominal amount of such Notes for the time being outstanding so held or represented, except that at any meeting, the business of which includes, inter alia, (i) modification of the Maturity Date or, as the case may be, Redemption Month of such Notes or reduction or cancellation of the nominal amount payable upon maturity or otherwise, or variation of the method of calculating the amount of principal payable on maturity or otherwise, (ii) reduction of the amount payable or modification of the payment date in respect of any interest in respect of such Notes or variation of the method of calculating the rate of interest in respect of such Notes, (iii) reduction of any Minimum Interest Rate and/or Maximum Interest Rate, (iv) modification of the currency in which payments under such Notes and/or the Coupons appertaining thereto are to be made, (v) modification of the majority required to pass an Extraordinary Resolution or (vi) modification of the provisions of the Agency Agreement concerning this exception, the necessary quorum for passing an Extraordinary Resolution will

be one or more persons holding or representing not less than three-quarters, or at any adjourned such meeting not less than a clear majority, of the nominal amount of such Notes for the time being outstanding. Any Extraordinary Resolution duly passed at any such meeting will be binding on all such holders of Notes (whether or not they are present at such meeting) and on all Receiptholders and Couponholders relating to such Notes.

The Principal Paying Agent may agree, without the consent of the holders of Notes, Receipts or Coupons of this Series, to any modification to any of the provisions of the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error. The VP Agent may agree, without the consent of the holders of VP Notes to any modification to any of the provisions of the VP Arrangements which is of a formal, minor or technical nature or is made to correct a manifest error. Any such modification shall be binding on all such holders of Notes, Receiptholders and Couponholders and, if the Principal Paying Agent or the VP Agent, as applicable, so requires, shall be notified to the Noteholders as soon as practicable thereafter in accordance with Condition 11.

Meetings of holders of VP Notes shall be held in accordance with the Agency Agreement and/or the VP Arrangements and in compliance with the relevant regulations of VP. Any person requesting the convening of any such meeting or attending or voting at any such meeting shall be required to provide proof of their appointment as proxy, attorney or representative and/or ownership of Notes satisfactory to the Issuer in the form specified by Issuer in the notice in respect of the relevant meeting given to holders in accordance with Condition 11.

## **11. Notices**

- (a) All notices regarding Bearer Notes of this Series shall be published in one leading London daily newspaper (which is expected to be the Financial Times) and, so long as the Bearer Notes are admitted to trading on the Luxembourg Stock Exchange's regulated market and listed on the Official List of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, in one leading newspaper having general circulation in Luxembourg (which is expected to be the Luxemburger Wort) or on the website of the Luxembourg Stock Exchange (<http://www.luxse.com>) or, if this is not practicable, one other English language daily newspaper with general circulation in Europe as the Issuer may decide. Any notice published as aforesaid shall be deemed to have been given on the date of such publication or, if published more than once, on the date of the first such publication. Receiptholders and Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the holders of the Notes of this Series in accordance with this Condition.
- (b) All notices regarding the Registered Notes will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Notes are admitted to trading on the Luxembourg Stock Exchange's regulated market and listed on the Official List of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, in one leading newspaper having general circulation in Luxembourg (which is expected to be the Luxemburger Wort) or on the website of the Luxembourg Stock Exchange (<http://www.luxse.com>) or, if this is not practicable, one other English language daily newspaper with general circulation in Europe as the Issuer may decide.
- (c) Until such time as any definitive Notes are issued, there may, so long as all the global Notes for this Series are held in their entirety on behalf of Euroclear and Clearstream, be substituted, in relation only to this Series, for such publication as aforesaid, the delivery of the relevant notice to Euroclear and Clearstream for communication by them to the holders of the Notes of this Series except that if the Notes are admitted to trading on the Luxembourg Stock Exchange's regulated market and listed on the Official List of the Luxembourg Stock Exchange notice will in any event be published in the Luxemburger Wort (or on the website of the Luxembourg Stock Exchange (<http://www.luxse.com>)) in accordance with paragraph (a) above. Any such notice shall

be deemed to have been given to the holders of the Notes of this Series either (i) on the date of publication in the Luxemburger Wort or on the website of the Luxembourg Stock Exchange (or such other newspaper as may be permitted by the Luxembourg Stock Exchange) or, if published more than once, on the date of the first such publication or (ii) (if the Notes of this Series are not admitted to trading on the Luxembourg Stock Exchange's regulated market and listed on the Official List of the Luxembourg Stock Exchange) on the seventh day after the day on which the said notice was given to Euroclear and Clearstream.

- (d) Notices to holders of VP Notes shall be given by the VP Agent in accordance with the procedures of VP and in a manner which complies with the rules of any stock exchange or other relevant authority on which the VP Notes are for the time being listed or by which they have been admitted to trading.
- (e) Notices or demands to be given or made by any holder of any Notes, other than VP Notes, shall be in writing and given by lodging the same, together with (in the case of Notes in definitive form) the relative Note or Notes, with the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Whilst any of the Notes is represented by a Global Note, such notice or demand may be given or made by a holder of any of the Notes so represented to the Principal Paying Agent or the Registrar via Euroclear and/or Clearstream, as the case may be, in such manner as the Principal Paying Agent or the Registrar and Euroclear and/or Clearstream may approve for this purpose. Notices or demands to be given or made by any holder of any VP Notes shall be in writing and given by lodging with the VP Agent in such manner as the VP Agent and VP may approve for this purpose.

## **12. Paying Agents and VP Agent**

In acting under the Agency Agreement or the VP Arrangements, as applicable, the Agents and the VP Agent will act solely as agents of the Issuer and do not assume any obligations or relationships of agency or trust to or with the Noteholders, Receiptholders or Couponholders, except (without affecting the obligations of the Issuer to the Noteholders, Receiptholders and Couponholders to repay Notes and pay interest thereon) funds received by such agent for the payment of any sums due in respect of the Notes shall be held by it in trust for the Noteholders and/or Receiptholders and Couponholders until the expiration of the relevant period of prescription under Condition 8. The Agency Agreement contains provisions for the indemnification of the Agents (other than the VP Agent, where such provisions are addressed pursuant to the VP Arrangements) and for relief from responsibility in certain circumstances, and entitles any of them to enter into business transactions with the Issuer and any of their Subsidiaries or associated companies without being liable to account to the Noteholders, Receiptholders or the Couponholders for any resulting profit.

## **13. Further Issues**

The Issuer may from time to time without the consent of the relevant Noteholders, Receiptholders or Couponholders create and issue further Notes, having terms and conditions the same as the Notes of any Series, or the same except for the amount of the first payment of interest, which may be consolidated and form a single series with the outstanding Notes of any Series.

## **14. Governing Law and Jurisdiction**

- (a) The Notes (including the dematerialisation and the registration of Notes in VP), the Receipts, the Coupons and the Declaration of Direct Rights are governed by, and shall be construed in accordance with, the laws of Denmark and the Agency Agreement and any non-contractual obligations arising out of or in connection therewith are governed by, and shall be construed in accordance with, the laws of England.
- (b) The courts of the Kingdom of Denmark are to have jurisdiction to settle any disputes which may arise out of or in connection with the Notes or the Coupons and accordingly any legal action or proceedings arising out of or in connection with the Agency

Agreement, the Notes, the Receipts or the Coupons (the "Proceedings") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the exclusive benefit of each of the Noteholders, Receiptholders and Couponholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction or to take steps anywhere relating to the conservation of assets or the enforcement or execution of a judgment in connection with Proceedings in The Kingdom of Denmark.

## **USE OF PROCEEDS**

The net proceeds from the sale of the Notes will be used for the general financing purposes of the Issuer. If, in respect of any particular issue, there is a particular identified use of proceeds (including if the Notes are issued as Green Bonds), this will be stated in the applicable Final Terms.

## KOMMUNEKREDIT

### Introduction

The establishment of KommuneKredit was authorised under Danish Parliamentary Act No. 35 of 19 March 1898 succeeded as of 1 January 2007 by Act No. 383 of 3 May 2006 again succeeded as of 1 July 2023 by Act No. 405 of 25 April 2023, as amended (the “Act”).

The main purpose of KommuneKredit has since the association's formation in 1898 essentially been concentrated on creating financial latitude by providing loans and financial leasing to Danish local governments and to Danish inter-municipal enterprises, as well as to certain other Danish enterprises, where such enterprises fulfil public tasks, and where the loan is fully guaranteed by one or more local governments. KommuneKredit borrows funds in its own name and then on-lends the funds either as loans or financial leasing.

Most of KommuneKredit's loans have a green or social objective such as climate proofing, district heating, public transportation, energy efficiency for public buildings, local sports and community centres, housing for the elderly, schools, water supply, collection and treatment.

KommuneKredit finances projects which are decided upon democratically by municipal and regional authorities and financing is provided on equal terms to all borrowers.

### Members and liability structure

The members of KommuneKredit are limited to the municipalities (“kommuner”) and regions (“regioner”) of Denmark which have loans outstanding owed to KommuneKredit or which have outstanding guarantees concerning loans owed to KommuneKredit. Denmark has three tiers of government, municipalities being the third tier and regions being the second tier. Regions are comprised of a number of municipalities and in geographic terms the regions and municipalities encompass the whole country. As of 1 January 2024, all municipalities and regions in Denmark representing the entire Danish population, were members of KommuneKredit.

Pursuant to the Act, KommuneKredit is organised as an association whose members are jointly and severally liable for all of KommuneKredit's obligations including borrowings. Members are not permitted to withdraw from KommuneKredit while any loan made to, or guaranteed by them, remains outstanding.

In the event that KommuneKredit fails to meet any of its obligations, the creditors can claim payment of those obligations immediately (without initiating legal proceedings) from each and every member of KommuneKredit (individually or collectively) pursuant to their statutory joint and several liability. Thus, the statutory joint and several liability entails that each member of KommuneKredit is liable for the entire amount owed by KommuneKredit.

This liability structure has existed since 1898 and safeguards all creditors of KommuneKredit. KommuneKredit has never defaulted in the payment of its debts and there has never been any claim made against KommuneKredit's members pursuant to their joint and several liability for KommuneKredit's obligations.

It follows from the above that the Notes are securities which in the manner set forth in the Act and the articles of association of KommuneKredit are unconditionally and irrevocably guaranteed by the members of KommuneKredit, being municipalities and regions of the EU Member State Denmark and therefore, pursuant to Article 1(2)(d) of the Prospectus Regulation, are not subject to the EU Prospectus Regulation.

With the updating of the Act, that came into force 1 July 2023, KommuneKredit became subject to some of the requirements that applies to other credit institutions, i.e. requirements concerning governance and LCR and NSFR liquidity requirements. The purpose of the revision of the Act was primarily to update the regulatory framework for KommuneKredit and establish the legal basis for the future supervision of KommuneKredit by the Danish Financial Supervisory Authority, and the regulation

of KommuneKredit reflects the simple business model and the limited risks that KommuneKredit assumes.

There were no changes to KommuneKredit's liability structure or other rights and obligations, including with respect to existing loans and financial leasing agreements, which has continued unchanged under the Act, nor were there any changes to the capital requirement that KommuneKredit must meet.

### **Danish Local Government Structure**

Denmark is divided into 98 municipalities and 5 regions with each region covering several municipalities.

The primary duties of the local governments are set out in statutory provisions. The most important duties include the provision of social security, schools, hospitals, healthcare, medical services, day care for children, housing for the elderly and infrastructure projects. The planning of the supply of, and in many cases the actual supply of, water, district heating, sewage and waste-water management and refuse disposal and incineration is also a local government responsibility. Local governments also provide public facilities such as parks, playgrounds, sports facilities, and cultural centres.

Some services such as capital investments in district heating and water supply are often provided not by local governments themselves, but by enterprises which fulfil public tasks on a non-profit basis.

The cost of providing local government services, including capital investments, must generally be met out of current revenues from local taxes, user fees for certain services provided and grants from central government. Municipalities are empowered to levy taxes and have an obligation to levy sufficient taxes to balance their annual budgets, taking into account other income such as fees for services and grants from central government. Furthermore, an equalisation system has been established which enables local governments with a lower income base to provide adequate services. Regions are financed through grants from central government.

However, capital investments fulfilling local public tasks, may – on certain conditions – be funded by loans, including loans guaranteed by local governments. This borrowing and provision of guarantees is subject to strict rules set out in the Ministry for Interior and Health's Executive Orders No. 1714 of 13 December 2023 and No. 1715 of 13 December 2023 which include requirements as to certain terms of the borrowings such as maximum maturities and how to calculate the ceiling for each local government's total loan funding in each financial year.

Local governments deliver audited accounts to the central government. The overall level of local government expenditure for both capital and current purposes is set pursuant to guidelines agreed with the central government.

### **Lending**

KommuneKredit provides financing pursuant to the Act and article 2 of its articles of association to Danish local governments and to inter-municipal enterprises, and other enterprises when such enterprises fulfil public tasks and when the loan is fully guaranteed by a local government. At 31 December 2023 the total loan portfolio amounted to DKK 187.14 billion of which lease receivables constitute DKK 10.71 billion. With the updating of the Act that came into force 1 July 2023, there is now a legal basis for KommuneKredit to provide loans to Greenlandic and Faroese municipalities and certain Greenlandic and Faroese municipal entities. The Danish State has provided a guarantee for a total loan amount of DKK 4 billion for loans to Greenlandic municipalities and municipal entities. The loans may be granted from January 2024 to December 2031. The Greenlandic municipalities in question will not become members of KommuneKredit and will therefore not be liable for KommuneKredit's liabilities. The Faroe Islands have so far not indicated a wish to take advantage of KommuneKredit loans to Faroese municipalities.

The maturity of the loans from KommuneKredit to its borrowers depends on the activity, that is financed, cf. the above-mentioned Executive Orders, with a maximum maturity of up to 40 years. Loans are typically repaid by instalments (they can be repaid in full at maturity in which case the maximum

maturity is 10 years). Interest is payable on the basis of fixed or floating rates, at the option of the borrower. KommuneKredit's business is non-profit. KommuneKredit only charges a margin over its cost of funds towards covering its administrative expenses and to maintain an adequate capital base ; KommuneKredit is not allowed to pay out dividends to its members.

Pursuant to the Act and the articles of association, KommuneKredit also provides financial leasing services to the same types of borrowers.

The leasing contracts primarily finance operating equipment, e.g. computer equipment, motor vehicles, technical equipment and hospital equipment but also financial leasing of real property.

KommuneKredit is the largest single lender to local governments in Denmark. KommuneKredit's level of lending depends on the capital expenditure needs of its eligible borrowers which may vary considerably from year to year. KommuneKredit has never suffered a loss on any of its loans.

As the provider of nearly all local authority borrowing in Denmark, KommuneKredit plays a significant role in supporting local climate action plans and environmentally sustainable investments and transitions by making financing available on the favourable terms, that apply to all financing granted by KommuneKredit to its eligible borrowers.

The following table sets out certain information regarding KommuneKredit's activities during the five years ended 31 December 2023.

| <b>Year ended/as of 31 December</b> | <b>New Lending</b>    | <b>Outstanding Loans</b> | <b>Profit before tax</b> | <b>Equity</b> |
|-------------------------------------|-----------------------|--------------------------|--------------------------|---------------|
|                                     | <i>(DKK millions)</i> |                          |                          |               |
| 2019                                | 2,427                 | 184,965                  | 596                      | 8,179         |
| 2020                                | 5,057                 | 192,457                  | 278                      | 8,397         |
| 2021                                | 8,675                 | 194,948                  | 487                      | 8,775         |
| 2022                                | 4,766                 | 174,974                  | 1,273                    | 9,766         |
| 2023                                | 5,874                 | 187,139                  | 540                      | 10,180        |

The annual reports for the years 2019, 2020, 2021, 2022 and 2023 have been prepared in accordance with International IFRS Accounting Standards as adopted by the European Union.

## **Funding**

One of KommuneKredit's sources of funding in Denmark consists of bonds issued in the Danish capital markets and listed on Nasdaq Copenhagen A/S. A range of such issues will normally be available of which further tranches can be issued in order to raise funding which matches the requirements of KommuneKredit's borrowers. The various series of bonds cover a range of maturities and interest rates.

KommuneKredit also raises funds outside Denmark and has developed and strengthened its position in the international capital markets by a large number of EMTN issues and private placements.

In March 2017 KommuneKredit established a Green Bond Framework and issued its inaugural green bond under the EMTN Programme in June the same year. Since the establishment KommuneKredit has been active in the green bond market, where KommuneKredit consistently has maintained its commitment by supporting the development of the market and by financing green loan investments.



Besides the EMTN Programme KommuneKredit has established an Australian Debt Issuance Programme and an ECP Programme. The local governments are only permitted to be ultimately exposed to Danish Kroner and Euro. If funding is denominated in a currency that KommuneKredit cannot directly on-lend, KommuneKredit will enter into currency derivatives to provide the borrower with funds in Danish Kroner. KommuneKredit has strict guidelines as to which derivative counterparties are deemed to be acceptable.

#### **Articles of Association**

Any amendment to the articles of association of the Issuer must be approved by the Danish Financial Supervisory Authority.

## **Capital Structure**

### **Equity capital and dividends**

KommuneKredit is organized as a credit association under the Act; no share capital, no authorized or conditional capital and no profit-sharing certificates are outstanding. KommuneKredit does not pay any dividends to its members.

As to a description of the Danish Local Government Structure please refer to the information set forth on page 94 of this Information Memorandum. The security for KommuneKredit's obligations consists of (a) the reserve funds of KommuneKredit, excluding its pension fund, and (b) the joint and several liability of the members.

According to the Act, the equity of KommuneKredit shall always be at least 1 per cent. of the association's total liabilities, equal to an equity of DKK 2,324 million. As of 31 December 2023, the equity was DKK 10,180 million.

Based on the equity, the equity capital has been calculated to amount to 4.2 per cent. of the association's total assets as of 31 December 2023.

The requirements for liquidity that apply to other credit institutions, the so-called LCR and NSFR requirements, stemming from EU regulation, also apply to KommuneKredit.

### **Board of Directors and election**

The Board of Directors consists of 10 members six of whom are elected by the municipalities and two of whom are elected by the regions. The Board of Directors elects two independent members who are qualified in accounting, auditing, financial management or risk management.

The Board of Directors has the overall management of the association's affairs and must ensure a sound organization of the association's activities. The term of office for the directors is four years. The Board of Directors normally meets four times a year.

The following are members of the current Board of Directors:

|                        |  |
|------------------------|--|
| Martin Damm            | Kalundborg Kommune (Chairman)                        |
| Thomas Lykke Pedersen  | Fredensborg Kommune (Vice Chairman)                  |
| Michael Fenger         | Gentofte Kommune                                     |
| Peter Sørensen         | Horsens Kommune                                      |
| Erik Lauritzen         | Sønderborg Kommune                                   |
| Mikael Klitgaard       | Brønderslev Kommune                                  |
| Carsten Scheibye       | The Capital Region of Denmark                        |
| Tormod Olsen           | The Capital Region of Denmark                        |
| Susanne Kure           | Independent member                                   |
| Birgit Aagard-Svendsen | Independent member (Chairman of the Audit Committee) |

KommuneKredit's management is headed by a Management Board of two, both of whom are appointed by the Board of Directors and one of whom is chief executive. The management is in charge of the day-to-day management of the association. The management manages the business of KommuneKredit in accordance with the directions given by the Board of Directors.

The following are the current management

### **Management Board**

|                 |   |
|-----------------|---|
| Jens Lundager   | Chief Executive Officer                           |
| Henrik Andersen | Managing Director, Member of the Management Board |

### **Management team**

|                    |  |
|--------------------|--|
| Søren S. Mortensen | Director, Head of Lending & Leasing                      |
| Jette Moldrup      | Director, Head of Treasury and Sustainability            |
| Morten Søtofte     | Director, Head of Business Support & Finance             |
| Jesper Hede        | Director, Head of IT                                     |
| Jonas Toft Månsson | Director, Head of Business Development & Risk Management |
| Helene Vinten      | General Counsel  |

In 2023, KommuneKredit had an average of 101 full-time employees including the members of the management.

The business address of the Board of Directors and the management is Kultorvet 16, DK-1175 Copenhagen K, Denmark.

Pursuant to the Act, the supervision of KommuneKredit lies with and will be carried out by the Danish Financial Supervisory Authority.

Due to the status of KommuneKredit as a special credit institution which only lends out to Danish local governments, inter-municipal enterprises, and other enterprises where the loan is fully guaranteed by a local government, the Danish Financial Supervisory Authority shall, pursuant to the Act, not carry out the supervision with respect to the regulatory framework for KommuneKredit's lending activity (i.e. the regulation of municipal and regional lending and regulation of municipal and regional tasks).

Instead, an auditor is appointed by the Minister for Industry, Business and Financial Affairs. The auditor is responsible for the supervision of KommuneKredit's lending activities, in particular, that lending happens in accordance with the relevant rules applicable to municipalities and regions. With effect from 1 January 2023, Per Hansen, Commissioner with the Agency for Education and Quality under the Danish Ministry of Children and Education, has been the minister appointed auditor.

The Board of Directors appoints one or two auditors who shall be state authorised public accountants. At their meeting on 26 August 2016, the Board of Directors of KommuneKredit, decided to appoint Deloitte Statsautoriseret Revisionspartnerselskab, represented by State Authorised Public Accountant Anders Oldau Gjelstrup and State Authorised Public Accountant Jens Ringbæk, as auditors to KommuneKredit from and including the financial year 2017.

From and including the financial year 2024 Deloitte Statsautoriseret Revisionspartnerselskab will be represented by State Authorised Public Accountant Jens Ringbæk and State Authorised Public Accountant Henrik Wellejus.

## CAPITALISATION

### Capitalisation of KommuneKredit

**31 December 2023**

(DKK million)

**Total issued securities:**

|                    |         |
|--------------------|---------|
| Nasdaq Copenhagen  | 42,804  |
| ECP                | 0       |
| Private Placements | 18,002  |
| Uridashi           | 6       |
| Benchmark          | 168,109 |
| Kangaroo           | 3,618   |

|                                 |                |
|---------------------------------|----------------|
| <b>Total issued securities:</b> | <b>232,539</b> |
|---------------------------------|----------------|

|   |                |
|---|----------------|
| <b>Fair value adjustments on securities</b> | <b>-14,366</b> |
|---|----------------|

|                                  |               |
|----------------------------------|---------------|
| <b>Fair value of derivatives</b> | <b>12,949</b> |
|----------------------------------|---------------|

|   |                |
|---|----------------|
| <b>Total liabilities excl. other liabilities, pension and tax</b> | <b>231,122</b> |
|---|----------------|

|                            |     |
|----------------------------|-----|
| Due to credit institutions | 1   |
| Other liabilities          | 707 |
| Pension obligations        | 0   |
| Current tax liabilities    | 32  |
| Deferred tax liabilities   | 570 |

|  |              |
|--|--------------|
| <b>Total other liabilities, pensions and tax</b> | <b>1,310</b> |
|--|--------------|

|                          |                |
|--------------------------|----------------|
| <b>Total liabilities</b> | <b>232,432</b> |
|--------------------------|----------------|

**Equity**

|                                   |       |
|-----------------------------------|-------|
| Equity at 1 January 2023          | 9,766 |
| Reserve for revaluation           | 0     |
| Comprehensive income for the year | 414   |

|                                   |               |
|-----------------------------------|---------------|
| <b>Equity at 31 December 2023</b> | <b>10,180</b> |
|-----------------------------------|---------------|

|  |                |
|--|----------------|
| <b>Total Capitalisation (liabilities and equity)</b> | <b>242,612</b> |
|--|----------------|

Notes:

- (1) For the purpose of the above table, long-term debt excludes long-term debt due within one year.
- (2) Index-linked bonds, the outstanding amounts shown here being inclusive of indexation adjustments.
- (3) Foreign currency loans have been translated into DKK at the rates prevailing on 31 December 2023, or the rates on drawdown date for loans in 2023.

There has been no material change in the capitalisation of the Issuer since 31 December 2023.

**Liquidity risk – distribution of maturity according to remaining term – nominal values:**

|   | <b>December 31<br/>2023<br/>(DKK mill.)</b> | <b>December 31<br/>2022<br/>(DKK mill.)</b> |
|---|---|---|
| <b>Lending</b>                                  |   |   |
| On demand                                       | 0   | 0   |
| Up to and including 3 months                    | 27,142                                      | 28,399                                      |
| Over 3 months and up to and including 1 year    | 17,802                                      | 17,250                                      |
| Over 1 year and up to and including 5 years     | 64,855                                      | 58,589                                      |
| Over 5 years                                    | 87,920                                      | 87,679                                      |
| <b>Total</b>                                    | <b>197,719</b>                              | <b>191,917</b>                              |
| <br><b>Receivables from credit institutions</b> |   |   |
| On demand                                       | 0   | 0   |
| Up to and including 3 months                    | 273   | 377   |
| Over 3 months and up to and including 1 year    | 0   | 0   |
| Over 1 year and up to and including 5 years     | 0   | 0   |
| Over 5 years                                    | 0   | 0   |
| <b>Total</b>                                    | <b>273</b>                                  | <b>377</b>                                  |
| <br><b>Issued securities</b>                    |   |   |
| On demand                                       | 0   | 0   |
| Up to and including 3 months                    | 8,569                                       | 10,086                                      |
| Over 3 months and up to and including 1 year    | 20,289                                      | 23,187                                      |
| Over 1 year and up to and including 5 years     | 99,028                                      | 94,100                                      |
| Over 5 years                                    | 104,653                                     | 103,518                                     |
| <b>Total</b>                                    | <b>232,539</b>                              | <b>230,891</b>                              |

## STATEMENT OF COMPREHENSIVE INCOME OF THE ISSUER FOR 2023 AND 2022

### Comprehensive Income

| (DKK m)                                    | 2023       | 2022         |
|--|------------|--------------|
| Interest income                            | 5,464      | 1,948        |
| Interest expense                           | -4,997     | -1,609       |
| <b>Net interest income</b>                 | <b>467</b> | <b>339</b>   |
| Administrative expenses                    | -193       | -224         |
| Other operating income/expense             | -10        | 14           |
| Value adjustments of financial instruments | 276        | 1,144        |
| <b>Profit before tax</b>                   | <b>540</b> | <b>1,273</b> |
| Tax on profit for the year                 | -126       | -282         |
| <b>Profit for the year</b>                 | <b>414</b> | <b>991</b>   |
| Other comprehensive income:                |            |              |
| Actuarial gains and losses after tax       | 0          | 0            |
| <b>Comprehensive income for the year</b>   | <b>414</b> | <b>991</b>   |
| Allocated as follows:                      |            |              |
| Transferred to equity                      | 414        | 991          |
| <b>Total</b>                               | <b>414</b> | <b>991</b>   |

The notes form an integral part of the financial statements. They are contained in the 2023 Annual Report of the Issuer.

Profit for the year is transferred to equity in accordance with KommuneKredit's articles of association.

## STATEMENT OF FINANCIAL POSITION AT 31 DECEMBER 2023 AND 2022

### Assets

| (DKK m)                              | 2023           | 2022           |
|--------------------------------------|----------------|----------------|
| Receivables from credit institutions | 273            | 377            |
| Lending                              | 176,433        | 165,652        |
| Lease receivables                    | 10,706         | 9,322          |
| Portfolio of securities              | 43,639         | 46,591         |
| Derivatives                          | 11,428         | 14,962         |
| Other assets                         | 133            | 111            |
| Current tax assets                   | 0              | 37             |
| <b>Total assets</b>                  | <b>242,612</b> | <b>237,052</b> |

### Liabilities and equity

| (DKK m)                             | 2023           | 2022           |
|-------------------------------------|----------------|----------------|
| <b>Liabilities</b>                  |                |                |
| Due to credit institutions          | 1              | 1              |
| Debt securities issued              | 218,173        | 207,899        |
| Derivatives                         | 12,949         | 18,221         |
| Other liabilities                   | 707            | 595            |
| Pension obligations                 | 0              | 0              |
| Current tax liabilities             | 32             | 49             |
| Deferred tax liabilities            | 570            | 521            |
| <b>Total liabilities</b>            | <b>232,432</b> | <b>227,286</b> |
| <b>Equity</b>                       | <b>10,180</b>  | <b>9,766</b>   |
| <b>Total liabilities and equity</b> | <b>242,612</b> | <b>237,052</b> |

The notes form an integral part of the financial statements. They are contained in the 2023 Annual Report of the Issuer.

## TAXATION

Persons considering the purchase, ownership or disposition of the Notes should consult their own tax advisors concerning the tax consequences in light of their particular situations. No representations with respect to the tax consequences of any particular holder are made hereby.

### Danish Taxation

*The following is a summary description of the taxation in Denmark of the Notes according to the Danish tax laws in force as at the date of this Information Memorandum and is subject to any changes in law and the interpretation and application thereof which changes could be made with retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of the Notes, and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules. The tax considerations for Danish resident investors of acquiring, holding or disposing the Notes depend on the investor's tax status and the specific terms applicable to every single emission. Potential investors are in all circumstances strongly recommended to contact their own tax advisors to clarify the individual consequences of the investment, holding and disposal of the Notes. No representations with respect to the tax consequences of any particular holder are made hereby. In relation to the below it is assumed that the Notes issued qualify as ordinary debt instruments for Danish tax purposes. The Notes may not constitute debt instruments for Danish tax purposes if the Final Terms of the Notes contain terms which are unusual for debt instruments, for example that the Notes are issued with no fixed maturity date (i.e. perpetual Notes). Generally, Danish tax law adheres to the civil law qualification and as the Notes from a civil law perspective constitute debt instruments, they should, generally, be recognized accordingly for tax purposes, but the determination will depend on the Final Terms of the Notes. If the Notes were not to constitute debt instruments for Danish tax purposes, then the tax treatment of the Notes, including whether payments under the Notes would be subject to Danish withholding tax, would depend on how the Notes were qualified for Danish tax purposes. This qualification would depend on the Final Terms of the Notes.*

### Non-Danish tax residents

Under existing Danish tax laws all payments of the Notes will be made without deduction of Danish withholding tax except in certain cases on payments between affiliated parties as referred to in sections 2 (1) (d) and 2 (1) (h) of the Danish Corporation Tax Act (Consolidated Act. no. 1241 of 22 August 2022, as amended) and section 65 D of the Danish Withholding Tax Act (Consolidated Act. no. 1330 of 20 November 2023, as amended). According to Danish withholding tax rules, subject as set out in the paragraph below, there should be no Danish tax implications for holders of the Notes that are not affiliated with the Issuer pursuant to Chapter 4 of the Danish Tax Control Act (Consolidated Act. no. 12 of 8 January 2024, as amended). Under Danish law, affiliated parties would include, but not be limited to, cases where one party directly or indirectly controls the other party by way of ownership of a majority of the share capital or voting rights or by way of agreement or where the two parties are subject to common control.

Pursuant to section 3 of the Danish Tax Assessments Act (Consolidated Act no. 42 of 13 January 2023, as amended), an arrangement or series of arrangements (i) not entered into for commercial reasons reflecting the underlying economic reality and (ii) which are implemented for the primary purpose of obtaining, or one of the primary purposes of which is to obtain, a tax benefit which is against the purpose and intent of the Danish tax laws should be ignored for purposes of calculating the Danish tax liability. The general anti-abuse rule in section 3 of the Danish Tax Assessments Act was enacted on 1 January 2019, and it is presently unclear how the rule could be applied. If a holder of Notes is considered to have taken part in an arrangement that is covered by Section 3 of the Danish Tax



Assessments Act this could result in the application of withholding tax to payments made to such holder under the Notes.

**Danish tax residents**

Danish tax resident investors (including investors with a permanent establishment in Denmark which the Notes are attributable to) will generally be taxable on interest. Both capital gains and losses, if any, will with few exceptions be taxable or respectively deductible. One exception to this concerns private individual investors. Such investors are subject to Danish taxation on gains and losses on bonds denominated in all currencies with the exception of an annual de minimis threshold of DKK 2,000.

## SUBSCRIPTION AND SALE

The Dealers have, in a Programme Agreement dated 28 June 2002, as amended and restated from time to time and most recently on 4 April 2024 ("**Programme Agreement**"), agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement for any particular purchase will extend to those matters stated under "Form of the Notes" and "Terms and Conditions of the Notes" above. In the Programme Agreement the Issuer agreed to reimburse Deutsche Bank Aktiengesellschaft as arranger for certain of its expenses in connection with the establishment of the Programme and the issue of the Notes.

### United States

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold within the United States except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes of any Series within the United States except in accordance with Rule 903 of Regulation S under the Securities Act and, accordingly, that neither it nor any of its affiliates (including any person acting on behalf of any Dealer) has engaged or will engage in any directed selling efforts with respect to any Notes. Terms used in this paragraph have the same meanings assigned to them in Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Notes, an offer or sale of such Notes within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder.

Each issue of Dual Currency Notes or Indexed Notes will be subject to such additional United States selling restrictions as the Issuer and the relevant Purchaser or Purchasers may agree, as shall be set out in the applicable Final Terms. Each Dealer has agreed that it will offer, sell or deliver such Notes only in compliance with such additional United States selling restrictions.

### United Kingdom

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

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

## Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended) (the “Financial Instruments and Exchange Act”) and disclosure under the Financial Instruments and Exchange Act has not been and will not be made with respect to the Notes. Neither the Notes nor any interest therein may be offered, sold, resold or otherwise transferred, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a of any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and all other applicable laws, regulations and guidelines promulgated by the relevant Japanese governmental and regulatory authorities. As used in this paragraph, resident of Japan has the meaning set out in Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended).

## Hong Kong

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

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a “structured product” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) other than (a) persons whose ordinary business is to buy or sell shares or debentures (whether as principal or agent); or (b) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (c) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

## France

Neither this Information Memorandum nor any other material prepared in connection with Notes to be issued under the Programme has been prepared in the context of a public offer of securities (*offre au public*) within the meaning of the EU Prospectus Regulation and has therefore not been and will not be submitted to the clearance procedures of the *Autorité des marchés financiers* for prior approval or otherwise or notified to the *Autorité des marchés financiers* after clearance of the competent authority of another member State of the European Economic Area.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that any offers, sales or other transfers of the Notes in the Republic of France will be made only to *per se* professional clients as referred to in Article D. 533-11 of the French Monetary and Financial Code (*Code monétaire et financier*). Neither this Information Memorandum nor any other offering material relating to the Notes has been or will be released, issued, distributed or caused to be released, issued or distributed to the public in the Republic of France.

## Belgium

Other than in respect of Notes for which “Prohibition of Sales to Belgian Consumers” is specified as “Not Applicable” in the applicable Final Terms, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time (a “Belgian Consumer”) and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

## **Singapore**

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Information Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “SFA”)) pursuant to Section 274 of the SFA, or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

*Singapore SFA Product Classification: In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the “SFA”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “CMP Regulations 2018”), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).*

## **Canada**

In Canada, the Notes may be sold only to purchasers located or resident in the provinces of Canada purchasing, or deemed to be purchasing, as principal that are “accredited investors”, as defined in National Instrument 45-106 *Prospectus Exemptions* (“NI 45-106”) or subsection 73.3(1) of the *Securities Act* (Ontario), and are “permitted clients”, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has only offered, sold or otherwise transferred and will only offer, sell or otherwise transfer the Notes to such purchasers in Canada. Upon request, the purchaser agrees to provide the Issuer and the Dealers with all information about the purchaser necessary to permit the Issuer and/or the Dealers to properly complete and file Form 45-106F1 under NI 45-106 with the securities regulatory authorities in Canada. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Information Memorandum (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

## Switzerland

Neither this Information Memorandum nor any other material prepared in connection with Notes (i) constitutes a prospectus compliant with the requirements of the Swiss Federal Financial Services Act ("**FinSA**") and the Swiss Federal Financial Services Ordinance ("**FinSO**") and/or (ii) has been or will be filed with or approved by a Swiss Review Body (*Prüfstelle*) pursuant to the FinSA.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other purchaser will be required to represent and agree, that it will comply with any laws, regulations or guidelines applicable in Switzerland (as amended from time to time) in relation to the marketing, offer, sale, delivery or transfer of the Notes, or the distribution of any marketing or offering material in respect of the Notes, in or from Switzerland.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other purchaser will be required to represent and agree, that it has not made and will not make an offer of Notes in Switzerland except:

- (a) in the period beginning and ending on the dates specified in the FinSA Prospectus (as defined below) or its final terms, following the date of publication of a prospectus in relation to such Notes which (i) has been approved by a competent review body under the FinSA or, where appropriate, (ii) approved by a recognized foreign authority and filed with a competent review body under the FinSA for automatic acceptance in accordance with article 54(2) of the FinSA (each a "**FinSA Prospectus**"), provided that in each case (i) the Issuer has consented in writing to its use for the purpose of that Offer and (ii) any such prospectus has subsequently been completed by the final terms contemplating such Offer, in accordance with the FinSA;
- (b) at any time to any investor which is a professional client as defined in the FinSA;
- (c) at any time to fewer than 500 investors, subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer;
- (d) where the Notes being offered have a minimum denomination of CHF100,000 (or its equivalent in another currency); or
- (e) at any time in any other circumstances falling within the scope of article 36(1) or article 37 of the FinSA,

provided that no such offer of Notes referred to in (b) to (e) above shall require the Issuer or any Dealer to publish a prospectus pursuant to article 35 of the FinSA or supplement a prospectus pursuant to article 56 of the FinSA.

The Notes must not be offered to clients in Switzerland which qualify as private clients within the meaning of article 4 of the FinSA where such offer would trigger the duty to prepare a key information document (*Basisinformationsblatt*) within the meaning of article 58 et seq. FinSA.

The Notes do not constitute participations in a collective investment scheme within the meaning of the Swiss Collective Investment Schemes Act (the "**CISA**"). Therefore, the Notes are not subject to the approval of, or supervision by, FINMA, and investors in the Notes will not benefit from protection under the CISA or supervision by FINMA.

## Italy

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the offering of any Notes issued under the Programme has not been registered pursuant to Italian securities legislation and, accordingly, the Notes may not be offered, sold or delivered, nor may copies of this Information Memorandum or any other document relating to the Notes be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined in Article 2 of the EU Prospectus Regulation and any applicable provision of Italian laws and regulations; or
- (b) in other circumstances which are exempted from the rules on solicitation of investments pursuant to Article 1 of the EU Prospectus Regulation, Legislative Decree No. 58 of 24 February 1998, as amended (the “**Financial Services Act**”), Article 34, first paragraph, of CONSOB Regulation No. 11971 of 14 May 1999 (“**Regulation No. 11971**”) and applicable Italian laws, each as amended from time to time.

Furthermore, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that any offer, sale or delivery of the Notes or distribution of copies of this Information Memorandum or any other document relating to the Notes in the Republic of Italy under paragraphs (a) or (b) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 and Legislative Decree No. 385 of 1 September 1993 (the “**Italian Banking Act**”) ;
- (ii) in compliance with Article 129 of the Italian Banking Act and the implementing guidelines of the Bank of Italy from time to time, pursuant to which the Bank of Italy may request information on the issue or the offer of Notes in the Republic of Italy; and
- (iii) in accordance with any other applicable laws and regulations including those imposed by CONSOB or other Italian authority.

## General

Each Dealer has agreed that it will (to the best of its knowledge and belief) comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers or sells the Notes or possesses or distributes this Information Memorandum and will obtain any consent, approval or permission required by it for the purchase, offer or sale by it of the Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers or sales and neither the Issuer nor any other Dealer shall have responsibility therefore.

## **GENERAL INFORMATION**

### **1. Listing**

For the purpose of listing Notes on the EU regulated market of the Luxembourg Stock Exchange, this Information Memorandum has been registered by the Luxembourg Stock Exchange under no. 2394.

### **2. No Material Adverse Change**

Save as disclosed herein, there has been no significant or material adverse change, nor any event involving a prospective material adverse change, in the assets and liabilities, in the financial position or prospects of the Issuer since 31 December 2023.

### **3. Documents and Agreements**

So long as any of the Notes remains outstanding, copies of the articles of association and financial statements of the Issuer in respect of the financial years ended 31 December 2022 and 2023, all future published annual and interim financial statements of the Issuer for the period ending 30 June in each such year and any supplements (including the Final Terms) to the Information Memorandum and the documents incorporated herein by reference will be available for collection from, and copies of the Agency Agreement (incorporating the forms of the Temporary Global Note, Permanent Global Note, Registered Global Notes and definitive Notes in bearer and registered form), the Programme Agreement and the Declaration of Direct Rights will be available for inspection at, the principal office of the Paying Agent in Luxembourg.

### **4. Auditors**

For the financial years ending 31 December 2022 and 31 December 2023, Deloitte Statsautoriseret Revisionspartnerselskab, state authorised public accountants, have audited the accounts of the Issuer in accordance with the laws of Denmark.

### **5. Management Resolution**

The establishment of the Programme has been authorised by resolution of the Board of Directors of the Issuer, and the increase of the Programme from EUR 25,000,000,000 to EUR 30,000,000,000 was approved by the Board of Directors in 2017.

Pursuant to the Act on KommuneKredit and KommuneKredit's articles of association the Management Board shall be in charge of the day-to-day management of KommuneKredit. This authorisation is specified in KommuneKredit's "Policy on division of responsibility between KommuneKredit's Board of Directors and Management Board", approved by the Board of Directors on 31 August 2018 and most recently approved by the Board of Directors on 8 June 2023. According to the policy, the Management Board has power to make all necessary decisions within any given limits set by the Board of Directors. Decisions regarding KommuneKredit's financing and changes to the conditions of such financing shall be made by the two managing directors in unanimity. In case of disagreement among the two managing directors, the decision in question shall be made by the Board of Directors.

On this background, the update of the Programme as of 4 April 2024 has been authorised by resolution of KommuneKredit's Management Board.

### **6. Litigation**

The Issuer is not involved in any litigation or arbitration proceedings relating to claims or amounts which are material in the context of the issue of the Notes nor so far as the Issuer is aware is any such litigation or arbitration pending or threatened.

## **7. Euroclear, Clearstream, SIX and VP**

The Notes, other than the VP Notes, have been accepted for clearance through Euroclear and Clearstream. The appropriate Common Codes, International Securities Identification Number, Financial Instrument Short Name ("FISN") and Classification of Financial Instruments ("CFI") Code (as applicable) in relation to the Notes of each Series will be contained in the relevant Final Terms. If the Notes are to clear through SIS, VP or any other additional or alternative clearing system, the appropriate information will be specified in the relevant Final Terms. Euroclear, Clearstream, SIS or VP, as the case may be, are the entities in charge of keeping the records.

## **8. International Automatic Exchange of Information in Tax Matters**

Switzerland has concluded a multilateral agreement with the EU on the international automatic exchange of information ("AEOI") in tax matters, which applies to all EU member states and some other jurisdictions. In addition, Switzerland has concluded the multilateral competent authority agreement on the automatic exchange of financial account information ("MCAA") and a number of bilateral AEOI agreements with other countries, most of them on the basis of the MCAA. Based on these agreements and the implementing laws of Switzerland, Switzerland collects and exchanges data in respect of financial assets, including Securities, as the case may be, held in, and income derived thereon and credited to, accounts or deposits with a paying agent in Switzerland for the benefit of individuals resident in an EU member state or in another treaty state. An up-to-date list of the AEOI agreements to which Switzerland is a party that are in effect, or signed but not yet in effect, can be found on the website of the State Secretariat for International Financial Matters ("SIF").

## **9. Swiss Facilitation of the Implementation of the U.S. Foreign Account Tax Compliance Act**

Switzerland has concluded an intergovernmental agreement with the U.S. to facilitate the implementation of the Foreign Account Tax Compliance Act ("FATCA"). The agreement ensures that the accounts held by U.S. persons with Swiss financial institutions are disclosed to the U.S. tax authorities either with the consent of the account holder or by means of group requests within the scope of administrative assistance. Information will not be transferred automatically in the absence of consent, and instead will be exchanged only within the scope of administrative assistance on the basis of the double taxation agreement between the U.S. and Switzerland. On 8 October 2014, the Swiss Federal Council approved a mandate for negotiations with the U.S. on changing the current direct-notification-based regime to a regime where the relevant information is sent to the Swiss Federal Tax Administration, which in turn provides the information to the U.S. tax authorities.

## **9. Copies of the Information Memorandum**

Copies of this Information Memorandum, the "Documents Incorporated by Reference" on page 6 and the Final Terms shall be available in a printed form to the public free of charge at the registered office of the Issuer and at the principal office of the Paying Agent in Luxembourg, and in an electronic form on the Issuer's website at [www.kommunekredit.dk](http://www.kommunekredit.dk) and the Luxembourg Stock Exchange's website.

## **10. Responsibility**

The Issuer accepts responsibility for all information contained in this Programme and has taken all reasonable care to ensure that the facts stated herein are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement herein whether of fact or opinion.

## **11. Interests of the Dealers**

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in the ordinary course of their business activities, in lending, advisory, corporate finance services, investment banking and/or commercial banking transactions with, and may perform the services for, the Issuer and its affiliates in the ordinary course of business and/or for companies involved directly or indirectly in the sector in which the Issuer and/or its affiliates operate, and for which such Dealers have received or



may receive customary fees, commissions, reimbursement of expenses and indemnification. Certain of the Dealers may also have positions, deals or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. The Dealers and/or their affiliates may receive allocations of the Notes (subject to customary closing conditions), which could affect future trading of the Notes. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

## **12. Legal Entity Identifier**

The Legal Entity Identifier ("LEI") of the Issuer is 529900D8QLTZ6PRLJL76.

## REGISTERED AND PRINCIPAL OFFICE OF KOMMUNEKREDIT

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