



## EIKA BOLIGKREDITT AS

(incorporated with limited liability in Norway)

€20,000,000,000

### Euro Medium Term Covered Note Programme

Under this €20,000,000,000 Euro Medium Covered Term Note Programme (the **Programme**), Eika Boligkreditt AS (the **Issuer**) may from time to time issue notes (the **Notes**) denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below).

The Notes may be issued in bearer form or uncertificated and dematerialised book entry form (the **VPS Notes**) cleared through the Norwegian Central Securities Depository (formally named *Verdipapirsentralen ASA* and trading as *Euronext Securities Oslo*) (**Euronext VPS**).

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed €20,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under “*Overview of the Programme*” and any additional Dealer appointed under the Programme from time to time by the Issuer (each a **Dealer** and together the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in this Offering Circular to the **relevant Dealer** shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes.

**An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see “Risk Factors”.**

This Offering Circular has been approved as a base prospectus by the Central Bank of Ireland, as competent authority under Regulation (EU) 2017/1129 (the **Prospectus Regulation**). The Central Bank of Ireland only approves this Offering Circular as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the quality of the Issuer or the Notes that are subject of this Offering Circular. Investors should make their own assessment as to the suitability of investing in the Notes.

Such approval relates only to Notes that are to be admitted to trading on the regulated market (the **Regulated Market**) of the Irish Stock Exchange plc trading as Euronext Dublin (**Euronext Dublin**) or on another regulated market for the purposes of Directive 2014/65/EU, as amended (**MiFID II**).

Application has been made to Euronext Dublin for Notes issued under the Programme during the period of 12 months from the date of this Offering Circular to be admitted to its official list (the **Official List**) and trading on the Regulated Market. References in this Offering Circular to the Notes being **listed** (and all related references) shall mean that, unless otherwise specified in the applicable Final Terms, the Notes have been admitted to the Official List and trading on the Regulated Market. VPS Notes may be listed on the Oslo Stock Exchange’s regulated market and, in this case, listed (and all related references) shall be construed accordingly.

**This Offering Circular is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the European Economic Area (the EEA). The obligation to supplement this Offering Circular in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Offering Circular is no longer valid.**

The requirement to publish a prospectus under the Prospectus Regulation only applies to Notes which are to be admitted to trading on a regulated market in the EEA and/or offered to the public in the EEA other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation. References in this Offering Circular to **Exempt Notes** are to Notes for which no prospectus is required to be published under the Prospectus Regulation and the Financial Services and Markets Act 2000 (as amended, the **FSMA**). The Central Bank of Ireland has neither approved nor reviewed information contained in this Offering Circular in connection with Exempt Notes.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under “*Terms and Conditions of the Notes other than VPS Notes*” and “*Terms and Conditions of the VPS Notes*”) of Notes will (other than in the case of Exempt Notes, as defined above) be set out in a final terms document (the **Final Terms**) which will be delivered to the Central Bank of Ireland and, where listed, Euronext Dublin. Copies of Final Terms in relation to Notes to be listed on Euronext Dublin will also be published on the website of Euronext Dublin. In the case of Exempt Notes, notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche will be set out in a pricing supplement document (the **Pricing Supplement**).

The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other regulated markets (within the meaning of MiFID II) as may be agreed between the Issuer and the relevant Dealer. The Issuer may also issue unlisted Exempt Notes not admitted to trading on any market. The Central Bank of Ireland has provided the Financial Supervisory Authority of Norway (the **Norwegian FSA**), in its capacity as the competent authority in Norway, with a certificate of approval attesting that this Offering Circular has been drawn up in accordance with the provisions of the Prospectus Regulation.

The Programme has been rated Aaa by Moody’s Investors Service Limited (**Moody’s**). In addition, the Issuer has an issuer rating of A3, a long-term Counterparty Risk Rating of A2 and a short-term Counterparty Risk Rating of P-1, each from Moody’s. Notes issued under the Programme may be rated or unrated. Where a certain Series of Notes is rated, such rating will be specified in the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) and its rating will not necessarily be the same as the rating assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning credit rating agency. For the purposes of any credit ratings included and referred to in this Offering Circular and/or the Final Terms (or, in the case of Exempt Notes, the Pricing Supplement), Moody’s is established in the United Kingdom (the **UK**) and is registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **EUWA**) (the **UK CRA Regulation**). Moody’s is not established in the EEA and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). The ratings issued by Moody’s have been endorsed by Moody’s Deutschland GmbH in accordance with the CRA Regulation. Moody’s Deutschland GmbH is established in the EEA and registered under the CRA Regulation. As such, Moody’s Deutschland GmbH is included in the list of credit rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website (at <https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) in accordance with the CRA Regulation.

The language of this Offering Circular is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

*Arranger*

**UBS INVESTMENT BANK**

*Dealers*

**COMMERZBANK**

**ING**

**NATIXIS**

**UBS INVESTMENT  
BANK**

The date of this Offering Circular is 17 October 2024.

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This Offering Circular comprises a base prospectus in respect of all Notes other than Exempt Notes issued under the Programme for the purposes of Article 8 of the Prospectus Regulation. When used in this Offering Circular, **Prospectus Regulation** means Regulation (EU) 2017/1129.

The Issuer accepts responsibility for the information contained in this Offering Circular and the Final Terms (or, in the case of Exempt Notes, the Pricing Supplement) for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Issuer the information contained in this Offering Circular is in accordance with the facts and does not omit anything likely to affect its import.

Other than in relation to the documents which are deemed to be incorporated by reference (see “*Documents Incorporated by Reference*”), the information on the websites to which this Offering Circular refers does not form part of this Offering Circular and has not been scrutinised or approved by the Central Bank of Ireland.

Copies of Final Terms will be available from the registered office of the Issuer and (in the case of Notes other than VPS Notes) the specified office of each of the Paying Agents (as defined herein) or (in the case of VPS Notes) the VPS Agent (as defined herein), as applicable. Copies of Final Terms in relation to Notes to be listed on the Regulated Market will also be published on the website of Euronext Dublin.

None of the Dealers nor any of their respective affiliates have independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers or their respective affiliates as to the accuracy or completeness of the information contained or incorporated in this Offering Circular or any other information provided by the Issuer in connection with the Programme. None of the Dealers nor any of their respective affiliates accepts any liability in relation to the information contained or incorporated by reference in this Offering Circular or any other information provided by the Issuer in connection with the Programme.

None of the Dealers nor any of their respective affiliates makes any representation as to the suitability of any Notes issued under the Programme the net proceeds of which (or an amount equal thereto) are intended to be used towards the financing and/or refinancing of Eligible Green Loans (as defined in “*Use of proceeds*” below) to fulfil any environmental, social and/or sustainability criteria required by any prospective investors (including, without limitation, in relation to Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment and any related technical screening criteria). No assurance is given by the Issuer, any Dealer or any of their respective affiliates that such use of proceeds will satisfy any present or future investment criteria or guidelines with which an investor is required, or intends, to comply, in particular with regard to any direct or indirect environmental or sustainability impact of any project or uses, the subject of or related to, the Issuer's Green Bond Framework. None of the Dealers nor any of their respective affiliates have undertaken, nor are they responsible for, any assessment or verification of the Eligible Green Loans and their impact, or monitoring of the use of the net proceeds of any such Notes (or amounts equal thereto) nor do any of the Dealers or their respective affiliates undertake to ensure that there are at any time sufficient Eligible Green Loans to allow for allocation of a sum equal to the net proceeds of the issue of such Notes in full. Prospective investors should refer to the Issuer's Green Bond Framework and the Second Party Opinion (each as defined herein), and for the avoidance of doubt, neither the Issuer's Green Bond Framework nor the Second Party Opinion is incorporated into, or forms part of, this Offering Circular. None of the Dealers nor any of their respective affiliates makes any representation as to the suitability or content of such materials. Prospective investors must determine for themselves the relevance of any such materials. See also “*Risk Factors - In respect of any Note issued with a specific use of proceeds, such as a ‘Green Bond’, there can be no assurance that such use of proceeds will be suitable for the investment criteria of an investor*” and “*Risk Factors - No assurances with respect to the Second Party Opinion or any other opinion or certification*”.

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In the event that any Notes are listed or admitted to trading on a dedicated "green", "sustainable", "social" or other equivalently-labelled segment of a stock exchange or securities market, no representation or assurance is given that such listing or admission satisfies any present or future investment criteria or guidelines with which such investor is required, or intends, to comply. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. No representation or assurance is given or made by the Issuer, the Dealers or their respective affiliates that any such listing or admission to trading will be obtained in respect of any such Notes or that any such listing or admission to trading will be maintained during the life of the Notes.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Offering Circular or any other 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 any of the Dealers.

Neither this Offering Circular nor any other information supplied in connection with the Programme or any Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer or any of the Dealers that any recipient of this Offering Circular or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Offering Circular nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer or any of the Dealers to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Offering Circular nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained in it concerning the Issuer is correct at any time subsequent to its date or that any other information supplied in connection with the Programme 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 during the life of the Programme or to advise any investor in Notes issued under the Programme of any information coming to their attention.

**IMPORTANT – EEA RETAIL INVESTORS** – If the Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) includes a legend entitled “Prohibition of Sales to EEA Retail Investors”, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**IMPORTANT – UK RETAIL INVESTORS** – If the Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) includes a legend entitled “Prohibition of Sales to UK Retail Investors”, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under

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the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

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

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

**UK MiFIR PRODUCT GOVERNANCE/TARGET MARKET** – The Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) may include a legend entitled “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 distributor should take into consideration the target market assessment; however, a 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.

**NOTIFICATION UNDER SECTION 309B(1)(c) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE, AS MODIFIED OR AMENDED FROM TIME TO TIME** (the **SFA**) – Unless otherwise stated in the Final Terms in respect of any Notes (or the Pricing Supplement, in the case of Exempt Notes), all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) 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).

This Offering Circular does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Offering Circular and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and the Dealers do not represent that this Offering Circular may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption

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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 is intended to permit a public offering of any Notes or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Offering Circular 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. Persons into whose possession this Offering Circular or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Offering Circular and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of Notes in the United States, the EEA (including Belgium and the Kingdom of Norway), the UK, Singapore and Japan, see “*Subscription and Sale*”.

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 may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (i) has 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 Offering Circular or any applicable supplement;
- (ii) has 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) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor’s currency;
- (iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of financial markets; and
- (v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment 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 advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the **Securities Act**) and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (see “*Subscription and Sale*”).

Notes denominated in NOK may not be offered, sold or delivered in Norway or to or for the benefit of persons domiciled in Norway, unless compliance with the regulations relating to the offer of VPS Notes and the registration in Euronext VPS (as defined herein) or another central securities depository which is properly authorised or recognised in Norway as being entitled to register such bonds pursuant to the CSD Act/CSDR (as defined herein) of VPS Notes.

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All references in this document to **U.S. dollars**, **U.S.\$** and **\$** refer to United States dollars and to **NOK** refer to Norwegian Krone. In addition, all references to **Sterling** and **£** refer to pounds sterling and to **euro** and **€** refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

Amounts payable on Floating Rate Notes (including Notes where the Statutory Extended Maturity Interest Provisions are Floating Rate) may, if so specified in the Final Terms (or Pricing Supplement, in the case of Exempt Notes), be calculated by reference to a Reference Rate. As at the date of this Offering Circular, each of European Money Markets Institute (as administrator of the Euro Interbank Offered Rate (**EURIBOR**)), Norske Finansielle Referanser AS (as administrator of the Norwegian Interbank Offered Rate (**NIBOR**)), Danish Financial Benchmark Facility ApS (as administrator of the Copenhagen Interbank Offered Rate (**CIBOR**)) and Swedish Financial Benchmark Facility AB (as administrator of the Stockholm Interbank Offered Rate (**STIBOR**)) is included in ESMA's register of administrators under Article 36 of Regulation (EU) No. 2016/1011 (the **EU Benchmarks Regulation**). As far as the Issuer is aware, the Euro Short-Term Rate (**€STR**) does not fall within the scope of the EU Benchmarks Regulation.

In this Offering Circular, unless the contrary intention appears, a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

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

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## Overview of the Programme

*The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Offering Circular and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement).*

This Overview constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980.

Words and expressions defined in “*Form of the Notes*” and “*Terms and Conditions of the Notes other than VPS Notes*” and “*Terms and Conditions of the VPS Notes*” shall have the same meanings in this Overview.

Issuer: Eika Boligkreditt AS

Issuer Legal Entity Identifier (LEI): 549300T7MMTBQXCJOQ79

Risk Factors: There are certain factors that may affect the Issuer’s ability to fulfil its obligations under Notes issued under the Programme. These are set out under “*Risk Factors*” and include credit risk, liquidity risk, operational risks and competition. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme. These are set out under “*Risk Factors*” and include certain risks relating to the structure of particular Series of Notes and certain market risks.

Description: Euro Medium Term Covered Note Programme

Arranger: UBS Europe SE

Dealers: Commerzbank Aktiengesellschaft  
ING Bank N.V.  
Natixis  
UBS Europe SE

and any other Dealers appointed in accordance with the Programme Agreement.

Certain Restrictions: Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “*Subscription and Sale*”) including the following restrictions applicable at the date of this Offering Circular.

### **Notes having a maturity of less than one year**

Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the UK, constitute deposits



## Overview of the Programme

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for the purposes of the prohibition on accepting deposits contained in Section 19 of the FSMA unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see “*Subscription and Sale*”.

Issuing and Principal Paying Agent:	Citibank, N.A., London Branch
VPS Agent:	DNB Bank ASA
VPS Trustee:	Nordic Trustee AS
Programme Size:	Up to €20,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Subject to any applicable legal or regulatory restrictions, Notes may be denominated in euro, Norwegian Kroner, Swedish Krona, Danish Kroner, U.S. dollars, yen and, subject to any applicable legal or regulatory restrictions, any other currency agreed between the Issuer and the relevant Dealer.
Maturities:	The Notes will have such maturities as may be agreed between the Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency.
Extendable Obligation:	<p>The applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) may also provide that Statutory Extended Final Maturity applies.</p> <p>If Statutory Extended Final Maturity applies and the Issuer has both (a) received approval from the Norwegian FSA to extend the maturity of the relevant Notes by 12 months as a result of (i) either (A) there being, in the opinion of the Norwegian FSA, both (1) reason to assume that the Issuer will be placed under resolution in the near future and (2) no reasonable prospect that any other action would prevent the Issuer from failing or (B) the Norwegian Ministry of Finance having resolved to place the Issuer under resolution or public administration proceedings and (ii) there being, in the opinion of the Norwegian FSA, a reasonable prospect that the Issuer’s obligations in respect of the Notes and (where applicable) the Coupons will be met within 12 months, and (b) failed to pay the Final Redemption Amount of the applicable Series of Notes, as set out in the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing</p>

Supplement) in full on their Maturity Date, then the Issuer's obligation to pay any unpaid part of such Final Redemption Amount will be automatically deferred until the Statutory Extended Final Maturity Date (as defined under "*Terms and Conditions of the Notes other than VPS Notes*" and "*Terms and Conditions of the VPS Notes*"), provided that any amount representing the Final Redemption Amount (or any part of it) due and remaining unpaid on the Maturity Date may be paid by the Issuer on any Interest Payment Date thereafter up to (and including) the relevant Statutory Extended Final Maturity Date. Interest will continue to accrue on any unpaid amount and will be payable on each Interest Payment Date falling after the Maturity Date up to (and including) the Statutory Extended Final Maturity Date (or any earlier Interest Payment Date on which the Notes are redeemed in full).

**Issue Price:** Notes will be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par.

**Form of Notes:** The Notes will be issued in bearer form or, in the case of VPS Notes, uncertificated and dematerialised book entry form, as specified in the Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement).

Each Note (other than VPS Notes) will on issue be represented by a Temporary Global Note which will be exchangeable for a Permanent Global Note or, if so specified in the relevant Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement), for Definitive Notes.

VPS Notes will not be evidenced by any physical note or document of title. Entitlements to VPS Notes will be evidenced by the crediting of VPS Notes to accounts with Euronext VPS. VPS Notes will not be exchangeable for bearer notes and *vice versa*. See "*Form of the Notes*".

**Fixed Rate Notes:** Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer.

**Floating Rate Notes:** Floating Rate Notes will bear interest at a rate determined on the basis of the reference rate set out in the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement).

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

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.

Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant Dealer.

Zero Coupon Notes:

Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.

Benchmark Discontinuation:

In the case of Floating Rate Notes, if (i) Reference Rate Replacement is specified in the Final Terms (or Pricing Supplement, in the case of Exempt Note); and (ii) a Benchmark Event occurs, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser to determine a Successor Reference Rate, failing which, an Alternative Reference Rate and, in either case, the applicable Adjustment Spread and any Benchmark Amendments (each term as defined in the Terms and Conditions of the Notes other than VPS Notes and the Terms and Conditions of the VPS Notes). If the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser so appointed fails to make such determinations, then the Issuer (acting in good faith and in a commercially reasonable manner) is permitted to make such determinations, as further described in Condition 3.2(d) of the Terms and Conditions of the Notes other than VPS Notes and Condition 3(b)(iv) of the Terms and Conditions of the VPS Notes.

Exempt Notes:

The Issuer may issue Exempt Notes which are unlisted, denominated in Swiss francs and offered to the public in Switzerland and/or listed on the SIX Swiss Exchange Ltd. The Issuer may agree with any Dealer that Exempt Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes, in which event the relevant provisions will be included in the applicable Pricing Supplement.

Redemption:

The applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving notice to the Noteholders or the Issuer, as the case may be, 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 agreed between the Issuer and the relevant Dealer.

Notes having a maturity of less than one year may be subject to restrictions on their denomination and distribution, see "*Certain Restrictions — Notes having a maturity of less than one year*" above.

Denomination of Notes:

The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer save that the minimum denomination of each Note will be such amount as

may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see “*Certain Restrictions — Notes having a maturity of less than one year*” above, and save that the minimum denomination of each Note (other than an Exempt Note) will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

**Taxation:**

All payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by any Tax Jurisdiction as provided in Condition 6 of the Terms and Conditions of the Notes other than VPS Notes and Condition 6 of the Terms and Conditions of the VPS Notes, unless such withholding or deduction is required by law. In the event of any such withholding or deduction, the Issuer will not pay additional amounts to cover the amounts so withheld or deducted.

**Events of Default:**

The terms of the Notes will not contain events of default.

**Status of the Notes:**

The Notes are covered bonds eligible for the label “European Covered Bond (Premium)” (*obligasjoner med fortrinnsrett (premium)*) and are issued on an unconditional and unsubordinated basis and in accordance with Chapter 11, Sub-chapter II of the Norwegian Act on Financial Undertakings and Financial Groups of 10 April 2015 No 17 (*lov 10. april 2015 nr. 17 om finansforetak og finanskonsern (finansforetaksloven)*) (as amended and replaced from time to time, the **Act**) and Chapter 11, Sub-chapter I of the Regulations of 9 December 2016 nr. 1502 on Financial Undertakings (*forskrift 9. desember 2016 nr. 1502 om finansforetak og finanskonsern (finansforetaksforskriften)*) (as amended and replaced from time to time, the **Regulations**). The Notes and any other covered bonds (*obligasjoner med fortrinnsrett*) issued by the Issuer in accordance with the Act and the Regulations (together, the **Covered Bonds**), together with the Issuer’s obligations under the swaps and any other derivative instruments entered into by the Issuer in connection with the Covered Bonds (the **Swaps**), have the benefit of priority of claim to a cover pool of certain registered eligible assets (the **Cover Pool**) upon public administration of the Issuer. See also “*Summary of the Norwegian Legislation Regarding Covered Bonds*”.

**Rating:**

The Programme has been rated Aaa by Moody’s. Notes issued under the Programme may be rated by Moody’s or unrated. Where a Series of Notes is rated, such rating will be disclosed in the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) and will not necessarily be the same as the rating assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Listing:

Application has been made for Notes (other than VPS Notes) issued under the Programme to be listed on Euronext Dublin.

Applications may be made to list VPS Notes and admit VPS Notes to trading on the regulated market of the Oslo Stock Exchange. Any such applications will be in accordance with applicable laws and regulations governing the listing of VPS Notes on the Oslo Stock Exchange from time to time.

Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer in relation to the Series. Exempt Notes which are neither listed nor admitted to trading on any market may also be issued.

The applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) will state whether or not the relevant Notes are to be VPS Notes and whether such Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.

Governing Law:

The Notes (other than the VPS Notes) and all non-contractual obligations arising out of or in connection with them will be governed by, and construed in accordance with, English law save for Condition 2 of the Terms and Conditions of the Notes other than VPS Notes which will be governed by, and construed in accordance with, Norwegian law.

VPS Notes and all non-contractual obligations arising out of or in connection with them will be governed by, and construed in accordance with, English law, save for Conditions 2, 10, 11 and 12 of the Terms and Conditions of the VPS Notes and all non-contractual obligations arising out of or in connection with them which will be governed by, and construed in accordance with, Norwegian law.

The VPS Notes must comply with the Norwegian Act of 15 March 2019 No. 6 on Central Securities Depositories (the **CSD Act**) which implements Regulation (EU) No. 909/2014 (**CSDR**) into Norwegian law, and any regulations passed under the CSD Act and the rules and procedures of Euronext VPS, in each case as amended or replaced from time to time. The holders of VPS Notes will be entitled to the rights and subject to the obligations and liabilities which arise under the CSD Act and any related regulations and legislation.

Selling Restrictions:

There are restrictions on the offer, sale and transfer of the Notes in the United States, the EEA (including Belgium and the Kingdom of Norway), the UK, Singapore, Japan and such other restrictions as may be required in connection with the offering

and sale of a particular Tranche of Notes. See “*Subscription and Sale*”.

Liquidity requirements:

The Issuer has established systems for prudent liquidity management for the purpose of meeting its payment obligations in respect of interest and principal due and payable on the Covered Bonds issued by it from time to time in accordance with the requirements of the Act and Regulations. See also “*Summary of the Norwegian Legislation Regarding Covered Bonds*”.

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## Risk Factors

*In purchasing Notes, investors assume the risk that the Issuer may face difficulties that will affect the Issuer's ability to perform its obligations under the Notes. The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. All of these factors are contingencies which may or may not occur. In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Offering Circular and reach their own views prior to making any investment decision.*

### RISKS RELATING TO THE ISSUER

#### **The Issuer may not be able to refinance its borrowings on commercially reasonable terms or at all**

The Issuer's lending is to some extent made on longer terms than the Issuer's borrowings. Therefore, the Issuer is dependent on its ability to refinance borrowings upon maturity. Depending on overall market conditions, there is a risk that the Issuer will either be unable to refinance its borrowings, or that it will be required to do so at a cost significantly higher than originally anticipated.

In 2023, the global economy continued to experience high inflation and high interest rates. As a consequence, most central banks continued their monetary tightening policies by increasing their respective policy rates. The Central Bank of Norway (Norges Bank) increased its policy rate from 1.50 per cent. to 4.50 per cent. during 2023.

Inflation may have a negative impact on the activity in the Norwegian economy in general and on the financial situation of the Issuer's customers. Deglobalisation leading to supply chain disruptions, trade tensions and the prospect of trade wars, increased demand, rising commodity prices, labour market challenges and monetary policies have added to the ongoing pressure caused by elevated global and Norwegian inflation levels. In addition, a price-wage spiral may occur whereby inflation causes workers to demand higher wages to maintain their purchasing power. In turn, higher wages increase the production costs for businesses, who often pass these costs onto consumers in the form of higher prices, perpetuating the cycle of inflation. The increase in inflation during recent years has triggered interest rate increases from the Central Bank of Norway (Norges Bank) (as mentioned above), and if inflation levels increase further or remain at elevated levels, additional interest rate increases may occur. If interest rates and inflation levels continue to rise, and/or borrowers suffer a decline in disposable income (whether in absolute or relative terms), borrowers may default on their payment obligations to the Issuer, which could result in increased disruptions in repayments of loans, as well as write-downs and losses suffered by the Issuer, which in turn may adversely affect the Issuer's ability to perform its obligations under the Notes.

The July 2024 "World Economic Outlook", issued by the International Monetary Fund, indicates that global inflation will continue to decline during 2024 and should return to target levels by the end of 2025. As a consequence, several economies have either implemented or are considering the implementation of interest rate cuts, such as within the Eurozone where the European Central Bank (ECB) decided on 6 June 2024 to lower the three key ECB interest rates by 25 basis points each and,

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later on 12 September 2024, to cut its deposit rate by 25 basis points. However, the commencement or continuation (as applicable) of interest rate cuts depends on the global economic outlook continuing to improve, with inflation decreasing and returning to target levels. Even if a sharp economic downturn is avoided, the monetary tightening policies already in force could introduce challenges for businesses going forward, which may result in an increase in the number of bankruptcies. If the Issuer's borrowers suffer a decline in income (whether in absolute terms or relative to their expenses), they may default on their payment obligations to the Issuer, which in turn may adversely affect the Issuer's business, result of operations and/or financial condition and consequently its ability to perform its obligations under the Notes.

The Issuer is dependent on maintaining its credit ratings in order to be able to refinance its borrowings on commercially reasonable terms, as credit ratings affect the costs and other terms upon which the Issuer is able to obtain funding. Any factors having a negative impact on the Issuer, the Cover Pool or the Eika Boligkreditt Distributors (as defined below), such as unexpected financial losses, deterioration of the residential property market in Norway, adverse regulatory changes or a downturn in the international or domestic financial markets, may affect the credit rating of the Issuer, the Programme and/or any outstanding Notes. A credit rating downgrade will not in itself have any impact on the Issuer's ability to perform its obligations under the Notes, but could, in each case, increase the Issuer's borrowing costs, adversely affect the liquidity position of the Issuer, limit the Issuer's access to the capital markets, undermine confidence in (and the competitive position of) the Issuer, and/or limit the range of counterparties willing to enter into transactions with the Issuer. Additionally, if a Swap Provider (as defined herein) suffers a ratings downgrade and the affected Swaps cannot be transferred to an eligible replacement Swap Provider, the rating of the Notes may be adversely affected as a result.

Any of these events may lead to difficulties for the Issuer in refinancing its borrowings on commercially reasonable terms or at all and ultimately adversely impact the Issuer's ability to make timely payments in respect of the Notes. If the Issuer fails to refinance any outstanding Notes on their scheduled Maturity Date, the Issuer may defer repayment of such Notes from their scheduled Maturity Date until a later date (as specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement) provided that Statutory Extended Final Maturity is specified as applicable in the Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) for such Notes and the Issuer receives a Statutory Maturity Extension Approval from the Norwegian FSA.

### **Default on mortgage loans in the Cover Pool may lead to the Issuer being unable to satisfy its obligations under the Notes**

For a number of years low interest rates, low inflation, higher house prices, a favourable tax regime and increased disposable income for households in Norway have led to a continued strong growth in demand for real estate, and consequently loans, especially in the residential mortgage market.

The growth in demand for loans in recent years, especially in the residential mortgage market, has led to significant growth in the levels of indebtedness, which in turn has increased the potential financial vulnerability of some residential mortgage borrowers. A high percentage of Norwegian residential mortgage borrowers have floating interest rate mortgages and are consequently exposed to the risk of interest rate increases. The majority of the residential mortgages included in the Issuer's Cover Pool are subject to floating interest rates. During 2023 and 2024, mortgage interest rates have increased substantially compared to previous levels, and the Norwegian Central Bank (Norges Bank) has indicated that interest rates may be held at a high level for longer than previously anticipated. Even a moderate rise in interest rates may lead to a significantly higher interest burden, and a material reduction of disposable income, for residential mortgage borrowers who have taken on high levels of debt.

Inflation in Norway has risen sharply over the past year, driven in large parts by a sharp increase in prices on electricity, oil and gas, and a weakening of the NOK against major currencies, making imported goods more expensive. Food prices have also risen significantly due to increased global



## Risk Factors

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commodity prices and production costs. Significant inflation in itself, and in particular in combination with increased interest rates on mortgage loans, may cause borrowers to default their loans, which in turn may adversely affect the Issuer's ability to perform its obligation under the Notes.

Furthermore, geopolitical factors may have a material adverse effect on the Norwegian economy. A further escalation of the war in Ukraine and/or in the Middle East could result in further geopolitical instability, trade restrictions, supply chain disruptions, increases in energy prices and global inflationary pressure, which in turn could have further adverse impacts on the regional and global economic environment.

If the relevant interest rates rise further or remain persistently high and/or borrowers suffer a decline in income (whether in relative or absolute terms), borrowers may be unable to meet their payment obligations on their mortgages. If borrowers default on their mortgage loans, enforcement actions can be taken by the Issuer in order to claim the collateral securing these mortgage loans. When collateral is enforced, a court order may be needed to establish the borrower's obligation to pay and to enable a sale by executive measures. If, in the context of an enforcement action, the Issuer is not able to obtain the relevant court decision or the real estate market in Norway substantially declines, there is a risk that the Issuer may not be able to recover the entire amount of the mortgage loan. Further, should the prices of real property and the housing market in Norway substantially decline, the value of the Issuer's collateral for its mortgage loans might be adversely affected. Any failure to recover the full amount of the Issuer's mortgage loans could jeopardise the Issuer's ability to perform its obligations under the Notes, which are backed by payments from the mortgage loans included in the Cover Pool.

### **The Issuer is dependent on its owner banks, their competitive market position and the demand for their products**

The mortgages originated by the Eika Boligkreditt Distributors represent a dynamic pool, particularly because of the high refinancing ratio in the Norwegian mortgage market due to high competition among mortgage lenders. This high refinancing ratio causes the pool of mortgage loans in the Issuer's Cover Pool to be reduced over time. To avoid a reduction of the Cover Pool, the refinanced mortgage loans must be replaced by new eligible mortgage loans to retain the total volume of mortgages in the Cover Pool over time. The ability to originate mortgages depends on the Eika Boligkreditt Distributors' competitive market position and the demand for its products.

The Eika Boligkreditt Distributors' ability to originate mortgages on behalf of the Issuer depends on the competitive market position of the Eika Boligkreditt Distributors and the demand for their products. A general downturn in the Norwegian economy (for example due to long-term effects of Covid, persistent high inflation, the recent interest rate hikes from central banks across the world and the prospect of continuous interest rate hikes, geopolitical uncertainty and/or a downturn in the international financial markets), regulatory changes affecting the residential mortgage market and/or interest rate rises may result in a decrease in the demand for residential property and, by extension, residential mortgages. A decrease in the demand for the Eika Boligkreditt Distributors' products will lead to less than expected mortgages being transferred from the Eika Boligkreditt Distributors to the Issuer. A significant reduction in the size of the mortgage portfolio will adversely affect the Issuer's ability to perform its obligations under the Notes and the value of the Cover Pool.

Each Eika Boligkreditt Distributor's ownership share is rebalanced at least once a year in accordance with the Shareholders Agreement between the Eika Boligkreditt Distributors, the Issuer and Eika Gruppen AS (the SA).

Accordingly, the identity and obligation of each Eika Boligkreditt Distributor to provide financial support to the Issuer pursuant to the SA may change over time. The credit rating of the Issuer is affected by the participation of the Eika Boligkreditt Distributors.

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In the event that:

- (i) an Eika Boligkreditt Distributor significantly reduces its portfolio of mortgage loans; or
  - (ii) an Eika Boligkreditt Distributor, or a group of Eika Boligkreditt Distributors, holding a significant portfolio of mortgage loans choose to terminate its or their agreement with the Eika alliance or with the Issuer; or
  - (iii) an Eika Boligkreditt Distributor fails to comply with its obligations under such an agreement,
- the value of the Cover Pool may be adversely affected.

### **Public administration of the Issuer and halt to payments from the Cover Pool may lead to Noteholders not receiving the full amount due on the Notes**

In the event of public administration of the Issuer, timely payments shall be made on the Notes so long as the Cover Pool is in material compliance with the statutory requirements under the Act and the Regulations. Public administration of the Issuer will not in itself be sufficient cause for termination or similar remedy by the Noteholders or the providers of the Swaps (the **Swap Providers**). The public administration board may take any action considered necessary to ensure that the holders of the Notes and the Swap Providers receive agreed and timely payment on the Notes and the Swaps, including selling assets in the Cover Pool and issuing new Notes and entering into new derivative instruments with a right of priority in respect of the assets in the Cover Pool *pari passu* with the Noteholders.

If it is no longer possible to make timely payments to Noteholders or Swap Providers, the public administration board shall set a date to halt payments. Where a halt to payments is introduced, the public administration of the Issuer shall continue in accordance with Norwegian bankruptcy legislation. The public administration board shall, as soon as possible, inform the Noteholders and the Swap Providers that a halt to payments has been determined, the effective date of such halt to payments, as well as any other decision considered to be of material interest to the Noteholders. The size of each claim with a right of priority to the assets included in the Cover Pool will be calculated as at the date on which the halt to payments takes effect. The calculation shall establish the present value of the relevant claim, as duly discounted in accordance with the terms of the Act and the Regulations.

To the extent that Noteholders are not fully paid from the proceeds of the liquidation of the assets in the Cover Pool following a halt to payments, they will be able to prove for the balance of their claims as unsecured creditors of the Issuer and will be entitled to receive payment from the proceeds of the liquidation of any other assets of the Issuer not included in the Cover Pool (or any other cover pool maintained by the Issuer). The Noteholders would in such case rank *pari passu* with any other holder of Covered Bonds, providers of Swap Providers and the other unsecured, unsubordinated creditors of the Issuer. If the Issuer's assets are insufficient to cover all unsecured, unsubordinated claims in full, Noteholders could be unable to collect the full balance of their claims against the Issuer.

### **The Issuer is reliant on Interest Rate Swaps and Currency Swaps**

In order to hedge its interest rate risks and currency risks, the Issuer enters into Interest Rate Swaps and Currency Swaps (each term as defined in the Terms and Conditions of the Notes other than VPS Notes and the Terms and Conditions of the VPS Notes) with various Swap Providers. If the Issuer fails to make timely payments of amounts due or certain other events occur in relation to the Issuer under a Swap and any applicable grace period has expired, then the Issuer will have defaulted under that Swap. The Issuer's default under a Swap due to non-payment or otherwise will suspend the relevant Swap Provider's obligation to make further payments under that Swap, and the relevant Swap Provider may on certain conditions terminate the relevant Swap.

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If a Swap Provider is no longer obligated to make payments under a Swap, exercises its right to terminate a Swap or defaults on its obligations to make payments under a Swap, the Issuer will be exposed to changes in interest and/or currency exchange rates (as applicable). In addition, if the Swap Provider or its guarantor, as applicable, is downgraded and fails to comply with the requirements of the ratings downgrade provisions contained in the relevant swap agreement, such swap agreement may be terminated. In any such scenario, the Issuer may encounter difficulties entering into a replacement Interest Rate and/or Currency Swap (as applicable) on commercially acceptable terms or at all.

If an Interest Rate Swap and/or Currency Swap is terminated due to a Swap Provider's default, and unless a replacement Swap is entered into, the Issuer may have insufficient funds to make payments due on its Notes in case of material fluctuations between either (i) for Interest Rate Swaps, the interest rates payable on the Cover Pool assets and the applicable interest rate for the Notes, or (ii) for Currency Swaps, the currency of the Cover Pool assets and the currency of the Notes.

### **Termination payments for Swaps may reduce the value of the Cover Pool**

If any of the Interest Rate Swaps or the Currency Swaps are terminated, the Issuer may as a result be obliged to make a termination payment to the relevant Swap Provider. The amount of the termination payment will be based on the cost of entering into a replacement Interest Rate Swap or Currency Swap, as the case may be. Any termination payment to be made by the Issuer to a Swap Provider will rank *pari passu* with claims for payments due to the Noteholders. Consequently, if the Issuer is unable to make the termination payment to the relevant Swap Provider from its own funds, the Cover Pool may be used to make such termination payments which will reduce the value of the Cover Pool for other preferential claims, such as the Notes.

### **Operational and compliance risks**

The Issuer's business involves operational risks. Operational risks are defined by the Issuer as the risk of incurring losses, including damaged reputation, due to deficiencies or errors in internal processes and control routines or by external events that affect operations. The Issuer conducts its business subject to compliance risks (including the effects of changes in laws, regulations, policies and voluntary codes of practice in Norway and other markets where the Issuer operates). There is a risk that the Issuer's risk management strategies and procedures are not sufficient, which may expose the Issuer to unanticipated or unidentified risks.

Further examples of relevant operational risks the Issuer is exposed to are (but not limited to) the following:

Settlement risk: e.g. the possibility that the Issuer has already paid a counterparty or given irrevocable instruction for a transfer of cash or securities, but the corresponding delivery of cash or securities, or, as the case may be, return payment does not settle at the agreed time as a consequence of default or a failure in the relevant settlement system.

Risk of failure to comply with anti-money laundering, anti-terrorist financing, anti-bribery and sanctions rules: As a credit institution, the Issuer is subject to rules and regulations regarding anti-bribery, anti-money laundering, anti-terrorist financing and economic sanctions, such as the Norwegian Act of 1 June 2018 no. 23 relating to measures to combat money laundering and the financing of terrorism (*hvitvaskingsloven*). The Issuer's compliance and risk management systems and policies may not be fully effective in preventing all violations of laws, regulations and rules. Monitoring compliance with anti-money laundering, anti-bribery and sanctions rules can put a significant financial burden on financial institutions and requires significant technical capabilities.

Any failure by the Issuer or Eika Boligkreditt Distributors to comply with applicable laws and regulations, including those relating to money laundering, bribery, financial crimes, sanctions and other

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inappropriate or illegal transactions, may lead to penalties, fines, public reprimands, damage to reputation, issuance of business improvement and other administrative orders, enforced suspension of operations or, in extreme cases, adversely affect the ability to obtain future regulatory approvals or withdrawal of authorisation to operate. These consequences may harm the Issuer's reputation, resulting in loss of customer or market confidence in the Issuer or otherwise in deterioration of its business environment and may adversely affect its business and results of operations.

Risk of failure to comply with data protection and privacy laws and risk of being targeted by cybercriminals: The Issuer's operations are subject to a number of laws and regulations relating to data privacy and protection, including the Norwegian Personal Data Act of 15 June 2018 (*lov 15. Juni 2018 nr. 38 om behandling av personopplysninger (personopplysningsloven)*) and Regulation (EU) 2016/679 (General Data Protection Regulation). The requirements of these laws and regulations may affect the Issuer's ability to collect, process and use personal, employee and other data. Enforcement of data privacy legislation has become increasingly frequent and could result in the Issuer being subjected to claims from its customers that it has infringed their privacy rights, and it could consequently face administrative proceedings (including criminal proceedings) initiated by the Norwegian Data Protection Authority. In addition, any enquiries made, or proceedings initiated by, individuals or regulators may lead to negative publicity and potential liability for the Issuer and Eika Boligkreditt Distributors. Non-compliance with these standards may lead to the Issuer facing substantial fines.

The secure transmission of confidential information over the internet and the security of the Issuer's and Eika Boligkreditt Distributors' systems are essential to the Issuer's objective of maintaining customer confidence and ensuring compliance with data privacy legislation. If the Issuer, Eika Boligkreditt Distributors or any third party supplier fails to transmit customer information and payment details online securely, or if they otherwise fail to protect customer privacy in online transactions, or if third parties obtain and/or reveal the Issuer's confidential information, the Issuer and Eika Boligkreditt Distributors may lose customers and potential customers may be deterred from using Eika Boligkreditt Distributors' products and services, which could expose the Issuer to liability and could have a material adverse effect on its business, financial condition and results of operations.

Failure to comply with financial services laws, regulations, administrative actions and supervision: The Issuer's business is subject to financial services laws, regulations, administrative actions and supervision, all of which are subject to continuous development and updates. Some regulatory requirements are more general in nature (e.g. requiring the Issuer to maintain a "prudent" level of risk) while some are more specific, such as minimum liquidity requirements and capital adequacy regulations. Overall, there is a trend of increasing regulatory scrutiny of the financial service business within which the Issuer operates. Any significant regulatory development or increased supervision could have an adverse effect on how the Issuer conducts its business, the products and services it offers and the value of its assets. Further, such changes may result in increased compliance costs and may affect the Issuer's results of operations. Breach of regulatory requirements may cause regulatory action being taken towards the Issuer by the Norwegian FSA or other Norwegian regulators.

## **RISK RELATING TO THE STRUCTURE OF A PARTICULAR ISSUE OF NOTES**

### **The value of the Notes will be affected by market interest rates**

Investments in Fixed Rate Notes involve a risk that subsequent changes in market interest rates may adversely affect the value of Fixed Rate Notes. While the nominal interest rate of Fixed Rate Notes is fixed for the duration of such Notes, the market interest rate on the capital markets typically changes on a daily basis. As the market interest rate changes, the price of a Fixed Rate Notes also changes. Consequently, if the market interest rate rises, the value of the Fixed Rate Notes declines accordingly.

Investment in Floating Rate Notes is exposed to the risk of fluctuating reference rates such as EURIBOR, CIBOR, STIBOR, NIBOR and €STR, as applicable, and uncertain interest income.

## **Risk Factors**

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Fluctuating reference rate levels make it impossible to determine the yield of Floating Rate Notes in advance. Furthermore, where the Floating Rate Notes do not provide for a Minimum Rate of Interest above zero per cent., investors may not receive any interest payments during one or more Interest Periods if the applicable Reference Rate decreases or increases to a certain level.

Zero Coupon Notes do not pay interest but are issued at a discount from their nominal value. The difference between the redemption price and the issue price constitutes interest income until maturity. Zero Coupon Notes are exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate. The market values of Zero Coupon Notes tend to fluctuate more in relation to general changes in market 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.

### **If the Notes include a feature to convert the interest basis from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Notes concerned**

Fixed/Floating Rate Notes are Notes which bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market in, and the market value of, such Notes as the change of interest basis may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

### **Automatic deferral of the Maturity Date upon receipt of a Statutory Maturity Extension Approval**

The applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) for any Series of Notes may provide that Statutory Extended Final Maturity applies. If Statutory Extended Final Maturity is specified as being applicable in the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) for any Series of Notes, and the Issuer has both (i) failed to pay the Final Redemption Amount in full in respect of such Series of Notes on the Maturity Date specified in the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) and (ii) received a Statutory Maturity Extension Approval, then the Issuer's obligation to pay any part of the Final Redemption Amount not paid by the Issuer on the scheduled Maturity Date will be automatically deferred until the Statutory Extended Final Maturity Date specified in the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement), provided that any amount representing the Final Redemption Amount (or any part of it) due and remaining unpaid on the Maturity Date may be paid by the Issuer on any Interest Payment Date thereafter up to (and including) the relevant Statutory Extended Final Maturity Date.

The Norwegian FSA may grant a Statutory Maturity Extension Approval if (i) either (A) there is, in the opinion of the Norwegian FSA, both (1) reason to assume that the Issuer will be placed under resolution in the near future and (2) no reasonable prospect that any other action would prevent the Issuer from failing or (B) the Norwegian Ministry of Finance has resolved to place the Issuer under resolution or public administration proceedings and (ii) there is, in the opinion of the Norwegian FSA, a reasonable prospect that the Issuer's obligations in respect of the relevant Notes and (if applicable) Coupons will be met within 12 months. A Statutory Maturity Extension Approval may only be granted if such maturity extension does not affect the Noteholders' order of priority in respect of the Cover Pool.

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In the event that the objective triggers for a Statutory Maturity Extension Approval are met, a subsequent declaration on the Issuer's bankruptcy or resolution would not affect the Statutory Extended Final Maturity.

The Statutory Extended Final Maturity Date will, if applicable, fall 12 months after the Maturity Date. Interest will continue to accrue on any unpaid amount and be payable on each Interest Payment Date falling after the Maturity Date up to (and including) the Statutory Extended Final Maturity Date. Any failure by the Issuer to make payment in respect of the Final Redemption Amount in full on the Maturity Date shall not constitute a default in payment by the Issuer provided Statutory Extended Final Maturity is specified as being applicable in the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) for the relevant Series of Notes and the Issuer has received a Statutory Maturity Extension Approval. However, failure by the Issuer to pay (i) the relevant Final Redemption Amount or the balance thereof on the Statutory Extended Final Maturity Date and/or (ii) any interest accrued on the relevant Notes on each applicable Interest Payment Date falling after the Maturity Date up to (and including) the Statutory Extended Final Maturity Date shall constitute a default in payment by the Issuer.

In addition, following deferral of the Maturity Date, the Interest Basis, Interest Payment Dates and Interest Periods may change as set out in the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement).

### Notes subject to optional redemption by the Issuer

An optional redemption feature is likely to limit the market value of Notes. 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.

### **In respect of any Note issued with a specific use of proceeds, such as a 'Green Bond', there can be no assurance that such use of proceeds will be suitable for the investment criteria of an investor**

The applicable Final Terms (or the applicable Pricing Supplement, in the case of Exempt Notes) relating to any specific Tranche of Notes may describe such Notes as "Green Bonds" or otherwise provide that it will be the Issuer's intention to apply an amount equal to the net proceeds of those Notes specifically for Eligible Green Loans (as defined in "Use of proceeds" below) that promote climate-friendly and other environmental purposes (such Notes being referred to as, **Green Bonds**). The Issuer has published a framework relating to investments in Eligible Green Loans and the issuance of Green Bonds, dated 2024, which is available on the Issuer's website (as updated or replaced from time to time, the **Issuer's Green Bond Framework**). For the avoidance of doubt, the Issuer's Green Bond Framework is not incorporated by reference in, and shall not form part of, this Offering Circular.

Prospective investors should consult with their legal, financial, tax and other advisers before making an investment in Green Bonds and must determine for themselves the relevance of the information set out in this Offering Circular and/or the applicable Final Terms (or the applicable Pricing Supplement, in the case of Exempt Notes) for the purpose of any investment in Green Bonds together with any other investigation such investor deems necessary. In particular, no assurance is given by the Issuer, the Dealers or any other person that the use of such proceeds for any Eligible Green Loans will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations (including any standards resulting from

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the proposal for a European green bond standard (the **EU GBS**) adopted by the European Commission on 6 July 2021 and the political agreement reached on 28 February 2023 in relation to the draft EU Green Bond Regulation which establishes a voluntary label for European green bonds and lays down uniform requirements for issuers that wish to use the designation European green bond or EuGB) or by its own by-laws or other governing rules or investment portfolio mandates (in particular with regard to the impact (whether direct or indirect) of any environmental, sustainability or social projects or uses which are the subject of or related to, the relevant Eligible Green Loans).

Furthermore, it should be noted that there is currently no clearly defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes or may be classified as, a “green” or “sustainable” or an equivalently-labelled asset or investment, or as to what precise attributes are required for a particular asset or investment to be defined as “green” or “sustainable” or such other equivalent label, nor can any assurance be given that such a clear definition or consensus will develop over time. Even if such definition or market consensus should develop or be established, no assurance can be given that any Eligible Green Loans or Green Bonds will meet such definition or consensus requirements, including Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 (the **Sustainable Finance Taxonomy Regulation**) on the establishment of a framework to facilitate sustainable investment (the **EU Sustainable Finance Taxonomy**). The EU Sustainable Finance Taxonomy is subject to further development by way of the implementation by the European Commission through delegated regulations of technical screening criteria for the environmental objectives set out in the Sustainable Finance Taxonomy Regulation (including, for example, through Commission Delegated Regulation (EU) 2021/2139 (as amended by Commission Delegated Regulation (EU) 2022/1214)). The alignment of the Issuer’s Green Bond Framework with the EU Sustainable Finance Taxonomy or any other sustainability framework, taxonomy, common standard, label or other framework relating to green, social or sustainable investments, is not certain. Accordingly, no assurance is or can be given to investors that any Eligible Green Loans or Green Bonds will meet any or all investor expectations regarding such “green”, “sustainable” or other equivalently-labelled performance objectives, nor that they comply with the criteria of any taxonomies, common standards or other frameworks relating to green investments.

The issuance of bonds which comply with the EU GBS (**EU GBS Bonds**) could reduce demand and liquidity for “green” and “sustainable” bonds which do not comply with the EU GBS and their price, including any Green Bonds. Green Bonds do not constitute EU GBS Bonds and no assurance is or can be provided to potential investors that any Green Bonds will ever constitute or become eligible to be EU GBS Bonds. Accordingly, no assurance is or can be given by the Issuer, the Dealers or any of their respective affiliates that the eligibility criteria for Eligible Green Loans forming part of the Eligible Green Loan Portfolio will satisfy any requisite criteria determined under the European Green Bond Regulation, the Sustainable Finance Taxonomy Regulation or within the EU Sustainable Finance Taxonomy at any time.

No assurance or representation is given by the Issuer or the Dealers as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Issuer) which may or may not be made available in connection with the issue of any Green Bonds and in particular with any Eligible Green Loans to fulfil any environmental, sustainability, social and/or other criteria. For the avoidance of doubt, any such opinion or certification is not, nor shall they be deemed to be, incorporated in or form part of this Offering Circular. Any such opinion or certification is not, nor shall they be deemed to be, a recommendation by the Issuer, the Dealers or any other person to buy, sell or hold any such Green Bonds. Any such opinion or certification is only current as of the date that opinion or certification was issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in such Green Bonds. Currently, the providers of such opinions and certifications are not subject to any specific oversight or regulatory or other regime.

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In the event that any such Green Bonds are listed or admitted to trading on any dedicated “green”, “environmental”, “sustainable” or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer, the Dealers or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates (in particular with regard to the impact (whether direct or indirect) of any environmental, sustainability or social projects or uses which are the subject of or related to, any Eligible Green Loans). Furthermore, it should be noted that the criteria for any such listing or admission to trading may vary from one stock exchange or securities market to another. No representation or assurance is given or made by the Issuer, the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any such Green Bonds or, if obtained, that any such listing or admission to trading will be maintained during the life of the Green Bonds.

While it is the intention of the Issuer to apply an amount equal to the net proceeds of any Green Bonds in, or substantially in, the manner described in the Issuer’s Green Bond Framework, this Offering Circular and/or the applicable Final Terms (or the applicable Pricing Supplement, in the case of Exempt Notes), there can be no assurance that the Issuer will be able to do this.

None of the Dealers nor any of their respective affiliates is responsible for (i) any assessment of any eligibility criteria for Eligible Green Loans, (ii) any verification of whether the relevant advance of loans by the Issuer or the Eligible Green Loans forming part of the Eligible Green Loan Portfolio will satisfy such eligibility criteria, (iii) the monitoring of the use of proceeds (or amounts equal thereto) in connection with the issue of any Green Bonds or (iv) the allocation of the proceeds by the Issuer to particular Eligible Green Loans.

Pending allocation of the net proceeds of any Green Bonds, an amount equal to such proceeds will be held or invested on a temporary basis, at the Issuer’s discretion, in its liquidity portfolio in money market instruments. None of the Dealers will verify or monitor the application of the proceeds of any Green Bonds issued under the Programme.

Any failure by the Issuer to apply an amount equal to the net proceeds of any issue of Green Bonds as aforesaid will not constitute an event of default or, as the case may be, enforcement event under the relevant Green Bonds, or trigger an early redemption prior to any maturity date.

There can be no assurance that any Eligible Green Loans forming part of the Eligible Green Loan Portfolio will be completed within any specified period or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer when making its assessment whether or not to apply any proceeds to Green Bonds (or amounts equal thereto) to such Eligible Loan Portfolio.

The withdrawal of any opinion or certification as described above, or any such opinion or certification attesting that the Issuer is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on, and/or any such Green Bonds no longer being listed or admitted to trading on any stock exchange or securities market, as aforesaid, may have a material adverse effect on the value of such Green Bonds, and also potentially the value of any other Green Bonds which are intended to finance Eligible Green Loans, and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose. In addition, as noted above, the Issuer’s Green Bonds may not meet any future definition (legal, regulatory or otherwise) of, or market consensus as to what constitutes, a “green” or “sustainable” or an equivalently-labelled asset, should such definition or consensus materialise.



## **Risk Factors**

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Investors should refer to the Issuer's website and the Issuer's Green Bond Framework (as further described in "Use of proceeds" below) for further information.

### **No assurances with respect to the Second Party Opinion or any other opinion or certification**

The Issuer has appointed ISS Corporate Solutions Inc. (**ISS Corporate**) to issue an opinion as to the eligibility of the Issuer's Green Bond Framework in accordance with the International Capital Markets Association Green Bond Principles and other relevant market standards (the **Second Party Opinion**). The Second Party Opinion is only current as at the date it is released and may be updated, suspended or withdrawn by ISS Corporate at any time. Material changes to, or withdrawal of, the Second Party Opinion may affect the value of the Green Bonds and may have consequences for investors with portfolio mandates to invest in sustainability assets. Currently the providers of green evaluations are not subject to any specific regulatory regime or other oversight. Prospective investors must determine for themselves the relevance of the Second Party Opinion and/or the information contained therein and/or the provider of the Second Party Opinion for the purpose of any investment in the Green Bonds. The Second Party Opinion is not a recommendation to buy, sell or hold the Green Bonds and is not incorporated in, and does not form part of, this Offering Circular.

## **RISKS RELATING TO THE NOTES GENERALLY**

### **No gross-up**

Under the Terms and Conditions of the Notes other than VPS Notes and the Terms and Conditions of the VPS Notes, all payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by the Kingdom of Norway or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law, in which case such deduction will be made by the Issuer.

Norway levies withholding tax on certain interest payments from Norway. The withholding obligation only applies to interest payments made to persons who are both a related party of the debtor and resident in a low-tax jurisdiction. Due to the Issuer's constitution as a credit institution wholly owned by Norwegian savings banks, and the Issuer not having any ownership in non-Norwegian subsidiaries, the Issuer does not expect the withholding tax rules to apply to interest payments on the Notes.

In the event that any such withholding is required by law in respect of payments of interest under the Notes, the Issuer would not be required to gross up such interest payments, which may lead to Noteholders receiving less interest than what they would otherwise be entitled to under the terms of the Notes.

### **The Cover Pool consists of limited assets**

The Cover Pool will consist of loans which are secured on residential property or on title documents relating to residential property, holiday homes, claims which the Issuer holds, or may acquire, against Swap Providers and certain substitution assets. All assets in the Cover Pool must comply with the terms of the Act and the Regulations. As at the date of this Offering Circular, the properties over which mortgages are created are located in Norway. The value of the Cover Pool may therefore decline in the event of a general downturn in the value of property in Norway. If the prudent market value of properties securing mortgages included in the Cover Pool were to decline, the value of the assets in the Cover Pool will be proportionally reduced and may fall below regulatory and contractual requirements. This may lead to the Issuer being unable to issue further covered bonds and ultimately not being able to repay principal and interest due on the Notes.

### Overcollateralisation

The Issuer has undertaken in Condition 2 of the Terms and Conditions of the Notes other than VPS Notes and Condition 2 of the Terms and Conditions of the VPS Notes to ensure that, for as long as the Notes are outstanding, the value of the Cover Pool shall at all times be at least (i) 105 per cent. of the outstanding principal amount of the Notes and any other covered bonds issued by the Issuer having recourse to such Cover Pool (taking into account the effect of derivative contracts) or (ii) such other Alternative Overcollateralisation Percentage as may be selected by the Issuer from time to time in accordance with Condition 2.2 of the Terms and Conditions of the Notes other than VPS Notes or Condition 2(b) of the Terms and Conditions of the VPS Notes, as the case may be. The ratings of the Covered Bonds are based, amongst other things, on an assumption of a certain level of overcollateralisation and the relevant rating agencies may change the level of overcollateralisation that is required for maintaining the ratings of the Notes from time to time. The Terms and Conditions of the Notes other than VPS Notes and the Terms and Conditions of the VPS Notes do not require the Issuer to maintain the overcollateralisation of the Notes at the original level or the level required by the relevant rating agencies (subject to compliance with Condition 2 of the Terms and Conditions of the Notes other than VPS Notes or Condition 2 of the Terms and Conditions of the VPS Notes, as the case may be) or to increase the overcollateralisation of the Notes in the event that the rating agencies require an increase to maintain the rating, and the Issuer cannot guarantee that a certain rating of the Notes will be maintained throughout the term of the Notes.

### Failure by the Issuer to meet applicable overcollateralisation rules may affect the value and liquidity of the Notes

The Act and the Regulations provide that holders of Covered Bonds have an exclusive and prioritised right of claim against the Cover Pool, on a *pari passu* basis among themselves and other holders of Covered Bonds issued by the Issuer and/or counterparties to derivative contracts relating to the Issuer's Covered Bonds. The Act and Regulations include an overcollateralisation requirement (**Overcollateralisation**) in relation to the Cover Pool. The Overcollateralisation requirement entails that the value of the Cover Pool (i.e., the aggregate value of the eligible assets calculated in accordance with regulatory requirements) shall at all times exceed all liabilities related to the Cover Pool. The Ministry of Finance is entitled under the Act to pass regulations stipulating minimum requirements as to Overcollateralisation. As at the date of this Offering Circular, Section 11-7 of the Regulations requires the Issuer to maintain a minimum of 5 per cent. Overcollateralisation at all times. See "*Summary of the Norwegian Legislation Regarding Covered Bonds*".

When calculating Overcollateralisation according to Norwegian legal requirements, certain loan to value (**LTV**) thresholds must be observed. For residential mortgages, an 80 per cent. LTV limit applies, while for other property mortgages, a 60 per cent. LTV limit applies. The portion of the loans exceeding the relevant LTV limit should not be included in the calculation of Overcollateralisation. If there are indications that the value of a mortgaged property in relation to which the associated mortgage loan has been included in the Cover Pool has declined materially relative to general market prices, the Issuer must ensure a review of the valuation of that property by a valuer who possesses the necessary qualifications, ability and experience to execute a valuation and who is independent from the credit decision process. Consequently, if the value of a mortgage property declines significantly after the mortgage loan has been included in the Cover Pool, this could result in (greater) parts of the relevant mortgage loan exceeding the applicable LTV thresholds, in which case a lower amount of the mortgage loan than at the time of its inclusion in the Cover Pool would be able to count towards the Overcollateralisation requirement (as to which see further detail in the section headed "*Summary of the Norwegian Legislation Regarding Covered Bonds*"), even if the mortgage loan is fully performing.

A breach of the Overcollateralisation requirements prior to public administration of the Issuer in circumstances where no additional assets are available to the Issuer or the Issuer lacks the ability to acquire additional assets could result in the Issuer being unable to issue further Covered Bonds, which

## **Risk Factors**

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may prevent the refinancing of existing Covered Bonds and possibly reducing the liquidity of existing Covered Bonds.

### **No events of default**

The Terms and Conditions of the Notes other than VPS Notes and the Terms and Conditions of the VPS Notes do not include any events of default relating to the Issuer, the occurrence of which would entitle the Noteholders to accelerate the Notes and it is envisaged that Noteholders would only be paid the scheduled interest payments under the Notes as and when they fall due under the Terms and Conditions of the Notes other than VPS Notes or the Terms and Conditions of the VPS Notes, as the case may be. The absence of any events of default from the Terms and Conditions of the Notes other than VPS Notes and the Terms and Conditions of the VPS Notes may make it less likely that the Noteholders will recoup their investment in full in the event that the Issuer experiences financial distress.

### **Terms and Conditions of the Notes may be changed without the consent of Noteholders**

The Terms and Conditions of the Notes other than VPS Notes and the Terms and Conditions of the VPS Notes contain provisions for calling meetings (including by way of conference call or by use of a videoconference platform in the case of Terms and Conditions of the Notes other than VPS Notes) of Noteholders to consider and vote upon matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The Terms and Conditions of the Notes other than VPS Notes also provide that the Issuer and the Agent may, without the consent of holders of Notes other than VPS Notes, agree to any modification of the Notes other than VPS Notes, the Coupons or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of the law. Any such modification shall be binding on the holders of Notes other than VPS Notes and the Couponholders as described in Condition 12 of the Terms and Conditions of the Notes other than VPS Notes.

The VPS Trustee Agreement (as defined below) provides that the Issuer and the VPS Trustee may agree to amend the VPS Trustee Agreement or the Terms and Conditions of the VPS Notes or waive past default or anticipated default under the VPS Trustee Agreement or the Terms and Conditions of the VPS Notes without prior approval of the affected VPS Noteholders, provided that:

- such amendment or waiver is not detrimental to the rights and benefits of the affected VPS Noteholders in any material respect, or is made solely for the purpose of rectifying obvious errors and mistakes; or
- such amendment or waiver is required by applicable law, court ruling or a decision by a relevant authority.

Subject to the above conditions being met, such modifications, amendments or waivers may be effectuated without the consent of a Noteholder, or against such Noteholder's wishes.

### **Change of law may have an impact on the Notes**

The Terms and Conditions of the Notes other than VPS Notes are based on English law save for Condition 2 of such Conditions, which is governed by Norwegian law in effect as at the date of this Offering Circular.

The Terms and Conditions of the VPS Notes are based on English law, save for Conditions 2, 10, 11 and 12 of such Conditions, which are governed by Norwegian law.

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No assurance can be given as to the impact of any possible judicial decision or change to English law, Norwegian law or administrative practice in England or Norway after the date of this Offering Circular and any such change could materially and adversely impact the value of any Notes affected by it.

### **Issuance of definitive notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade**

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 in excess of the minimum Specified Denomination 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 their 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.

### **RISK RELATING TO THE REGULATORY, POLITICAL AND ECONOMIC ENVIRONMENT OF THE ISSUER AND THE NOTES**

#### **Regulatory changes may have an adverse impact on the Issuer and the Notes**

The Issuer's business is subject to financial services laws, regulations, administrative actions and supervision. Overall, there is a trend of increasing regulatory scrutiny of the financial service business within which the Issuer operates. Any significant regulatory development or increased supervision could have an adverse effect on how the Issuer conducts its business, the products and services it offers and the value of its assets. Further, such changes may result in increased compliance costs and may affect the Issuer's results of operations.

Under EEA law, credit mortgage institutions (such as the Issuer) fall within the definition of a credit institution as set out in Directive 2013/36 (**CRD IV**) and Regulation 575/2013 (**CRR**) (together, the **CRD IV Package**). The CRD IV Package is fully transposed into Norwegian law along with (EU) 2019/878 (**CRD V**) and (EU) 2019/876 (**CRR II**).

In addition, following Norway's implementation of the CRD IV Package in December 2019, the Norwegian Ministry of Finance adopted changes in credit institutions' capital requirements by increasing the systemic risk buffer from 3 per cent. to 4.5 per cent. for domestic exposures. The increased systemic risk buffer requirement took effect from 31 December 2020 for domestic exposures that are subject to the advanced IRB approach. For exposures that are subject to the standardised approach (such as the Issuer's exposures), the change in the systemic risk buffer requirement took effect from 31 December 2023.

Under the Act, a credit institution shall, under Pillar 1, hold own funds equaling at least 8 per cent. of its risk-weighted assets (**RWA**). At least 4.5 per cent. of the own funds requirement must be met with Common Equity Tier 1 (**CET1**) and at least 1.5 per cent. must be met with Additional Tier 1. The remaining 2 per cent. may be met with Tier 2. In addition to the minimum requirement of 4.5 per cent. of CET1, the Act imposes various capital buffer requirements, which must also be met with CET1.

The capital buffer requirements consist of (i) a conservation buffer of 2.5 per cent., (ii) a systemic risk buffer of 4.5 per cent. and (iii) a counter-cyclical buffer of maximum 2.5 per cent. As at the date of this Offering Circular, the counter-cyclical buffer rate is 2.5 per cent.

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Pursuant to regulations currently in force, the minimum leverage ratio requirement is 3 per cent.

As at the date of this Offering Circular, the Issuer meets the regulatory capital requirements to which it is subject.

Failure to comply with any of the above-mentioned capital requirements applicable to it or other regulatory requirements, may have adverse consequences for the business and operations of the Issuer. Regulatory changes imposing stricter capital requirements could have an adverse effect on how the Issuer conducts its business and may adversely affect the Issuer's results of operations.

The Norwegian law governing the issuance of covered bonds has been reformed by the implementation of the EU Covered Bond Reforms (as defined below) into Norwegian law on 8 July 2022 and, as at the date of this Offering Circular, there are no precedents as to how the provisions will be interpreted by Norwegian courts or other judicial authorities. Therefore, there is a certain legislative uncertainty with respect to how the interpretation of the EU Covered Bonds Reforms may affect the Notes, which could have an adverse effect on the market value of the Notes.

### **Noteholders are facing an exchange rate risk**

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 or the ability of the Issuer to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal.

### **The Notes may not have established, or be able to develop, a trading market**

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, Noteholders 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, are being issued to a single investor or limited number of investors 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.

### **Other Regulatory Developments**

In Europe, the U.S. and elsewhere, there is significant focus on fostering greater financial stability through increased regulation of financial institutions and their corresponding capital and liquidity positions. This has resulted in a number of regulatory initiatives which are currently at various stages of implementation and which may have an impact on the regulatory position for certain investors in covered bond exposures and/or on the incentives for certain investors to hold covered bonds, and may thereby affect the liquidity of such securities.

In particular, it should be noted that the Basel Committee on Banking Supervision (**BCBS**) has approved significant changes to the Basel regulatory capital and liquidity framework (such changes being commonly referred to as Basel III (**Basel III**)). Basel III provided for a substantial strengthening of prudential rules, including new requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks) and to establish a leverage ratio “backstop” for financial institutions and certain minimum liquidity standards (referred to as the Liquidity Coverage Ratio (**LCR**) and the Net Stable Funding Ratio). BCBS member countries agreed to implement Basel III from 1 January 2013. In December 2017, the Basel Committee published proposed amendments to the Basel III framework (such changes being commonly referred to as **Basel IV**), and the BCBS members originally agreed to implement Basel IV from 1 January 2022, subject to transitional and phase-in arrangements for certain requirements up to January 2027. In response to Covid, BCBS decided to postpone the implementation by one year to 1 January 2023, while deferring the transitional arrangements for the capital output floor to 1 January 2028. On 27 October 2021, the European Commission proposed to implement Basel IV with effect from 1 January 2025 with transitional arrangements applying over a further five-year period.

As implementation of Basel IV requires national legislation, the final rules and the timetable for its implementation in each jurisdiction, as well as the treatment of covered bonds (e.g. as LCR eligible assets or not), may be subject to some level of national variation. It should also be noted that changes to regulatory capital requirements have been made for insurance and reinsurance undertakings through participating jurisdiction initiatives, such as the Solvency II framework for Europe.

On 27 November 2019, the European Parliament adopted a harmonised EU covered bond framework. The framework includes a new directive for covered bonds (Directive (EU) 2019/2162) and Regulation (EU) 2019/2160 implementing certain amendments to Article 129 of the CRR (collectively, the **EU Covered Bond Reforms**).

On 17 December 2021, the Ministry of Finance published a legislative proposal on the implementation of the EU Covered Bond Reforms. The legislative proposal was based on a consultative paper published by the Norwegian FSA on 13 January 2020 and took effect on 8 July 2022. Implementation of the new EU Covered Bond Reforms imposed new requirements on the Issuer such as an increased overcollateralisation requirement (from 2 to 5 per cent.), a new liquidity buffer requirement of 180 days and objective triggers for the exercise of extendable maturity (also known as ‘soft bullet’) rights by the Issuer. See “*Summary of the Norwegian Legislation Regarding Covered Bonds*”.

Currently, Norwegian covered bonds comply with Article 129 of the CRR (as amended by Regulation (EU) 2019/2160) and therefore qualify for a 10 per cent. risk weighting in eligible European jurisdictions. However, the Issuer cannot be certain as to how any of the regulatory developments described above will impact the treatment of the Notes. Prospective investors should therefore make themselves aware of the requirements described above (and any corresponding implementing rules of the relevant regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Notes. No predictions can be made as to the precise effects of such matters on any investor or otherwise, and the implementation of the regulatory developments described above may have an adverse effect on the Notes and their value.

### **The regulation and reform of “benchmarks” may adversely affect the value of Notes linked to or referencing such “benchmarks”**

Interest rates and indices which are deemed to be “benchmarks” (including EURIBOR, NIBOR, STIBOR and CIBOR) have been the subject of ongoing national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a “benchmark”.

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The EU Benchmarks Regulation generally entered into force on 1 January 2018, subject to certain transitional provisions. Certain requirements of the EU Benchmarks Regulation apply with respect to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of “benchmarks” of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the EUWA (the **UK Benchmarks Regulation**) among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the Financial Conduct Authority (**FCA**) or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable could have a material impact on any Notes linked to or referencing a “benchmark”, in particular, if the methodology or other terms of the “benchmark” are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant “benchmark”.

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

The euro risk-free rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, among other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, amongst other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates. On 4 December 2023, the euro risk-free rate working group issued its final statement, announcing completion of its mandate.

Separately, in Norway, a Norwegian working group on alternative reference rates in NOK has explored the possibility of an alternative reference rate and consequences of discontinuation of NIBOR. In 2019, it recommended a modified Norwegian Overnight Weighted Average (**NOWA**) as the alternative reference rate for NIBOR, which from 1 January 2020 has been administered by the Norwegian Central Bank (*Norges Bank*). The working group continued its work through 2020 by establishing two subgroups - a group for market standards and fallback provisions and a group for exploring the establishment of an Overnight Index Swap market in NOK. On 28 September 2020, the working group published a consultation paper on fallback provisions and term and spread adjustments between NIBOR and NOWA upon discontinuation of NIBOR. The consultation paper was updated by the working group in November 2021. Subsequently, in December 2021, the working group published guidelines on the use of NOWA in financial contracts and as a fallback solution. Since 29 April 2021, the Norwegian Central Bank has been publishing a NOWA compounded index and compounded NOWA averages to further support the use of NOWA as a reference rate for financial products.

The elimination of EURIBOR or any other benchmark, or changes in the manner of administration of any benchmark, could require an adjustment to the Terms and Conditions of the Notes other than VPS Notes and/or the Terms and Conditions of the VPS Notes, or result in other consequences, in respect of any Notes referencing such benchmark. Such factors may have (without limitation) the following effects on certain “benchmarks” (including EURIBOR, NIBOR, STIBOR and CIBOR): (i) discourage market participants from continuing to administer or contribute to the “benchmark”; (ii) trigger changes in the rules or methodologies used in the “benchmark”; or (iii) lead to the disappearance of the “benchmark”.

## Risk Factors

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Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to or referencing a “benchmark”.

If (i) Reference Rate Replacement is specified in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Notes) as being applicable (any such Notes, **Relevant Notes**); and (ii) a Benchmark Event (as described in the Conditions of the Relevant Notes) occurs, the Terms and Conditions of the Notes other than VPS Notes and the Terms and Conditions of the VPS Notes contain fallback arrangements that will include the possibility that the relevant rate of interest (or, as applicable, component thereof) could be set or, as the case may be, determined by reference to a successor reference rate or an alternative reference rate (as applicable), in either case as adjusted by reference to an applicable adjustment spread, all as determined by an Independent Adviser or, if the Issuer is unable to appoint an Independent Adviser or the Independent Adviser appointed by the Issuer fails to make such determination, the Issuer, in any such case, acting in good faith and in a commercially reasonable manner as described more fully in the Conditions of the Relevant Notes. An adjustment spread could be positive, negative or zero and may not be effective in reducing or eliminating any economic prejudice or benefit (as the case may be) to investors arising out of the replacement of the original reference rate with the successor reference rate or the alternative reference rate (as the case may be). The use of a successor reference rate or alternative reference rate (including with the application of the applicable adjustment spread) will still result in any Notes referencing an original reference rate performing differently (which may include payment of a lower rate of interest) than they would if the original reference rate were to continue to apply in its current form.

In addition, the relevant Independent Adviser or the Issuer (as applicable) may also determine (acting in good faith and in a commercially reasonable manner) that other amendments to the Conditions of the Relevant Notes are necessary in order to follow market practice in relation to the relevant successor reference rate or alternative reference rate (as applicable) and to ensure the proper operation of the relevant successor reference rate or alternative reference rate (as applicable) and, in either case, the applicable adjustment spread.

No consent of the Noteholders or Couponholders shall be required in connection with effecting any relevant successor reference rate or alternative reference rate (as applicable) or any other related adjustments and/or amendments described above. Any such adjustment could have unexpected commercial consequences and there can be no assurance that, due to the particular circumstances of each Noteholder, or Couponholder, any such adjustment will be favourable to such Noteholder or Couponholder.

In certain circumstances, the ultimate fallback of interest for a particular Interest Period may result in the rate of interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes (including Notes where the Statutory Extended Maturity Interest Provisions are Floating Rate) based on the rate which was last observed on the Relevant Screen Page. In addition, due to the uncertainty concerning the availability of successor reference rates and alternative reference rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time.

Any such consequences could have a material adverse effect on the value of and return on any such Notes. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant rate could affect the ability of the Issuer to meet its obligations under the Floating Rate Notes (including Notes where the Statutory Extended Maturity Interest Provisions are Floating Rate) or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Floating Rate Notes (including Notes where the Statutory Extended Maturity Interest Provisions are Floating Rate). Investors should note that, in the case of Relevant Notes, the relevant Independent Adviser or the Issuer (as applicable) will have discretion to adjust the relevant successor reference rate or alternative reference rate (as applicable) in the circumstances described above. Any such adjustment



## **Risk Factors**

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could have unexpected commercial consequences and there can be no assurance that, due to the particular circumstances of each Noteholder, any such adjustment will be favourable to each Noteholder.

Investors should consider all of these matters when making their investment decision with respect to the relevant Floating Rate Notes (including Notes where the Statutory Extended Maturity Interest Provisions are Floating Rate). Investors should further consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, or any of the international or national reforms and the possible application of the Reference Rate Replacement provisions in making any investment decision with respect to any Notes referencing a “benchmark”.

### **The market continues to develop in relation to €STR as a reference rate**

Where the applicable Final Terms or Pricing Supplement for a Series of Floating Rate Notes identifies that the Rate of Interest for such Notes will be determined by reference to €STR, the Rate of Interest will be determined on the basis of either compounded daily €STR for the relevant Interest Period or weighted average €STR for the relevant Interest Period, as specified in the applicable Final Terms or Pricing Supplement (as applicable).

€STR differs from EURIBOR in a number of material respects, including (without limitation) that €STR is a backward-looking, risk-free overnight rate, determined (if Compounded Daily is specified in the applicable Final Terms or Pricing Supplement (as applicable) as the Calculation Method) on a compounded basis, whereas EURIBOR is expressed on the basis of a forward-looking term and includes a risk-element based on inter-bank lending. As such, investors should be aware that EURIBOR and €STR may behave materially differently as interest reference rates for Notes issued under the Programme.

The use of €STR as a reference rate for Eurobonds is rather nascent, and is subject to 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 €STR. Accordingly, prospective investors in any Notes referencing €STR should be aware that the market continues to develop in relation to €STR as a reference rate in the capital markets and its adoption as an alternative to inter-bank offered rates. For example, in the context of backward-looking risk free rates, market participants and relevant working groups are currently assessing the differences between compounded rates and weighted average rates, and such groups are also exploring forward-looking ‘term’ €STR rates (which seek to measure the market’s forward expectation of an average €STR over a designated term).

The market or a significant part thereof may adopt an application of €STR that differs significantly from that set out in the Terms and Conditions of the Notes other than the VPS Notes and the Terms and Conditions of the VPS Notes, as applicable to Notes referencing €STR that are issued under the Programme. Furthermore, the Issuer may in future issue Notes referencing €STR that differ materially in terms of interest determination when compared with any previous €STR-referenced Notes issued under the Programme. The nascent development of €STR as an interest reference rate for the Eurobond markets, as well as continued development of €STR-based rates for such market and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of any €STR-referenced Notes issued under the Programme from time to time.

Furthermore, the Rate of Interest on Notes which reference €STR is only capable of being determined at the end of the relevant Interest Period and immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference €STR to estimate reliably the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade

## Risk Factors

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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 €STR reference rates in the Eurobond markets may differ materially compared with the application and adoption of €STR in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of €STR reference 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 €STR.

In addition, as €STR is published by the European Central Bank (the **ECB**), the Issuer has no control over its determination, calculation or publication. There can be no guarantee that €STR will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of Noteholders or Couponholders.

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

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## Documents Incorporated by Reference

The following documents, which have previously been filed with the Central Bank of Ireland, shall be incorporated in, and form part of, this Offering Circular:

- (a) the audited non-consolidated financial statements of the Issuer for the financial year ended 31 December 2022, (prepared in accordance with IFRS) together with the independent auditors' report thereon, as set out in the Issuer's Annual Report 2022 on pages 65 to 107, which can be viewed online at:

<https://www.eikbol.no/-/media/banker/eika-boligkreditt/pdf/financialreports/2022/Annual-report-2022---Eika-Boligkreditt-AS.pdf>;

- (b) the audited non-consolidated financial statements of the Issuer for the financial year ended 31 December 2023, (prepared in accordance with IFRS) together with the independent auditors' report thereon, as set out in the Issuer's Annual Report 2023 on pages 69 to 110, which can be viewed online at:

<https://www.eikbol.no/-/media/banker/eika-boligkreditt/pdf/financialreports/2023/Annual-report-2023--Eika-Boligkreditt-AS.pdf>;

- (c) the unaudited non-consolidated interim financial statements of the Issuer for the six months ended 30 June 2024, as set out in the Issuer's Interim report for the second quarter and first half of 2024 on pages 10 to 30, which can be viewed online at:

<https://www.eikbol.no/-/media/banker/eika-boligkreditt/pdf/financialreports/2024/v2/Eika-Boligkreditt-AS---Report-2Q-2024.pdf>;

- (d) (i) the Terms and Conditions of the Notes other than the VPS Notes and the Terms and Conditions of the VPS Notes set out on pages 37-72 of the Offering Circular dated 7 September 2011, which can be viewed online at:

<https://eikbol.no/-/media/banker/eika-boligkreditt/pdf/EMTCN/Offering-Circular/OC-2011.pdf?la=en>;

- (ii) the Terms and Conditions of the Notes other than the VPS Notes and the Terms and Conditions of the VPS Notes set out on pages 30-62 of the Offering Circular dated 19 October 2012, which can be viewed online at:

<https://eikbol.no/-/media/banker/eika-boligkreditt/pdf/EMTCN/Offering-Circular/OC-2012.pdf?la=en>;

- (iii) the Terms and Conditions of the Notes other than the VPS Notes and the Terms and Conditions of the VPS Notes set out on pages 40 to 73 of the Offering Circular dated 3 September 2013, which can be viewed online at:

<https://eikbol.no/-/media/banker/eika-boligkreditt/pdf/EMTCN/ICM17887739v1EIKAFINALCLEANOFFERINGCIRCULAR3SEPTEMBER2013.pdf?la=en>;

- (iv) the Terms and Conditions of the Notes other than the VPS Notes and the Terms and Conditions of the VPS Notes set out on pages 41 to 76 of the Offering Circular dated 1 October 2015, which can be viewed online at:

## Documents Incorporated by Reference

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<https://eikabk.no/-/media/banker/eika-boligkreditt/pdf/EMTCN/emtcnfinalterms/Eika-Boligkreditt-AS--Offering-Circular-2015-finalclean.pdf?la=en>;

- (v) the Terms and Conditions of the Notes other than the VPS Notes and the Terms and Conditions of the VPS Notes set out on pages 40 to 75 of the Offering Circular dated 13 October 2016, which can be viewed online at:

[https://eikbol.no/-/media/banker/eika-boligkreditt/pdf/EMTCN/ICM25416066v1OfferingCircularFinal-\(1\).pdf?la=en](https://eikbol.no/-/media/banker/eika-boligkreditt/pdf/EMTCN/ICM25416066v1OfferingCircularFinal-(1).pdf?la=en);

- (vi) the Terms and Conditions of the Notes other than the VPS Notes and the Terms and Conditions of the VPS Notes set out on pages 45 to 80 of the Offering Circular dated 13 October 2017, which can be viewed online at:

<https://eikbol.no/-/media/banker/eika-boligkreditt/pdf/EMTCN/Eika-Boligkreditt-AS-EMTN-2017.pdf?la=en&hash=47E9882FF17F3A900F83FDC83478C53E2656112C>;

- (vii) the Terms and Conditions of the Notes other than the VPS Notes and the Terms and Conditions of the VPS Notes set out on pages 47 to 88 of the Offering Circular dated 12 October 2018, which can be viewed online at:

<https://eikbol.no/-/media/banker/eika-boligkreditt/pdf/EMTCN/171552-Eika-Boligkredditt-AS-EMTN-PU-CL.pdf?la=en>;

- (viii) the Terms and Conditions of the Notes other than the VPS Notes and the Terms and Conditions of the VPS Notes set out on pages 49 to 103 of the Offering Circular dated 11 October 2019, which can be viewed online at:

<https://eikbol.no/-/media/banker/eika-boligkreditt/pdf/EMTCN/Offering-Circular-20bn-EUR-EMTCN-Programme-2019.pdf?la=en>;

- (ix) the Terms and Conditions of the Notes other than the VPS Notes and the Terms and Conditions of the VPS Notes set out on pages 54 to 116 of the Offering Circular dated 19 October 2020, which can be viewed online at:

<https://eikbol.no/-/media/banker/eika-boligkreditt/pdf/EMTCN/Offering-Circular/Eikbol-2020--Offering-Circular-FINAL.pdf?la=en>;

- (x) the Terms and Conditions of the Notes other than the VPS Notes and the Terms and Conditions of the VPS Notes set out on pages 60 to 123 of the Offering Circular dated 14 October 2021, which can be viewed online at:

<https://eikbol.no/-/media/banker/eika-boligkreditt/pdf/EMTCN/Offering-Circular/UKO22003478171v1-Eika-2021--Offering-Circular-FINAL-14102021.pdf?la=en>;

- (xi) the Terms and Conditions of the Notes other than the VPS Notes and the Terms and Conditions of the VPS Notes set out on pages 66 to 131 of the Offering Circular dated 5 August 2022, which can be viewed online at:

<https://www.eikbol.no/-/media/banker/eika-boligkreditt/pdf/EMTCN/Offering-Circular/Eika-Boligkreditt-2022--Offering-Circular-Final.pdf>; and

## Documents Incorporated by Reference

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- (xii) the Terms and Conditions of the Notes other than the VPS Notes and the Terms and Conditions of the VPS Notes set out on pages 59 to 121 of the Offering Circular dated 21 September 2023, which can be viewed online at:

<https://www.eikbol.no/-/media/banker/eika-boligkreditt/pdf/EMTCN/Offering-Circular/Eika-Boligkreditt-2023--Offering-Circular-Final.pdf>.

The auditor's reports outlined above constitute accurate and direct translations of the Norwegian originals.

Following the publication of this Offering Circular, a supplement may be prepared by the Issuer and approved by the Central Bank of Ireland in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Offering Circular or in a document which is incorporated by reference in this Offering Circular. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Offering Circular.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Offering Circular shall not form part of this Offering Circular.

Certain information contained in the documents listed above has not been incorporated by reference in this Offering Circular (which, for the avoidance of doubt, means any parts not listed in the cross-reference list above). Such information is either (i) not relevant for prospective investors in the Notes to be issued under the Programme or (ii) is covered elsewhere in this Offering Circular.

The Issuer will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Offering Circular which may affect the assessment of any Notes, prepare a supplement to this Offering Circular or publish a new Offering Circular for use in connection with any subsequent issue of Notes.

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## Form of the Notes

*Any reference in this section to “Applicable Final Terms” shall be deemed to include a reference to “Applicable Pricing Supplement” where relevant.*

The Notes of each Series will be in either bearer form, with or without interest coupons and/or talons attached or, in the case of VPS Notes, uncertificated and dematerialised book entry form.

### BEARER NOTES

Each Tranche of Notes other than VPS Notes will be in bearer form and will be initially issued in the form of a temporary global note (a **Temporary Global Note**) or, if so specified in the applicable Final Terms, a permanent global note (a **Permanent Global Note** and, together with a Temporary Global Note, each a **Global Note**) which, in either case, will:

- (i) if the 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 Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg**); and
- (ii) if the Global Notes are not intended to be issued in NGN Form, be delivered on or prior to the original issue date of the Tranche to a common depositary for, Euroclear and Clearstream, Luxembourg or any other agreed clearing system.

Where the Global Notes issued in respect of any Tranche are in NGN form, the applicable Final Terms will also indicate whether or not such Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the 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 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, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Whilst any Note is represented by a Temporary Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes 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 (in a form to be provided) to the effect that the beneficial owners of interests in the Temporary Global Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Agent.

On and after the date (the **Exchange Date**) which is 40 days after a Temporary Global Note is issued, interests in such Temporary Global Note will be exchangeable (free of charge) upon a request as described therein either for (a) interests in a Permanent Global Note of the same Series or (b) definitive Notes of the same Series with, where applicable, interest coupons and talons attached (as indicated in the applicable Final Terms and subject, in the case of definitive Notes, to such notice period as is specified in the applicable Final Terms), in each case against certification of beneficial ownership as described above unless such certification has already been given. The holder of a Temporary Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Note for an interest in a Permanent Global Note or for definitive Notes is improperly withheld or refused.

## Form of the Notes

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Payments of principal, interest (if any) or any other amounts on a Permanent Global Note will be made through Euroclear and/or Clearstream, Luxembourg (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.

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 Notes with, where applicable, interest coupons and talons attached upon either (a) not less than 60 days' written notice from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Note) to the Agent as described therein or (b) only upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (ii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Global Note in definitive form. The Issuer will promptly give notice to Noteholders in accordance with Condition 11 of the Terms and Conditions of the Notes other than VPS Notes and Condition 9 of the Terms and Conditions of the VPS Notes if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Note) may give notice to the Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in paragraph (ii) above, the Issuer may also give notice to the Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Agent.

The exchange of a Permanent Global Note for definitive Notes upon notice from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder) or at any time at the request of the Issuer, should not be expressed to be applicable in the applicable Final Terms if the Notes are issued with a minimum Specified Denomination such as €100,000 (or its equivalent in another currency) plus one or more higher integral multiples of another smaller amount such as €1,000 (or its equivalent in another currency). Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for definitive Notes.

The following legend will appear on all Notes (other than Temporary Global Notes) and on all interest coupons relating to such Notes where TEFRA D is specified in the applicable Final Terms:

“ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.”

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Note, or interest coupons and will not be entitled to capital gains treatment in respect of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes or interest coupons.

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 or Clearstream, Luxembourg, as the case may be.

Pursuant to the Agency Agreement (as defined under “*Terms and Conditions of the Notes other than VPS Notes*” and “*Terms and Conditions of the VPS Notes*”), the Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes at a point after the Issue Date of the further Tranche, the Notes of such further Tranche shall be assigned

## Form of the Notes

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a common code and ISIN which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series, which shall not be prior to the expiry of the distribution compliance period (as defined in Regulation S under the Securities Act) applicable to the Notes of such Tranche.

Any reference herein to Euroclear and/or Clearstream, Luxembourg 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.

In such circumstances, where any Note is still represented by a Global Note and the Global Note (or any part thereof) has become due and repayable in accordance with the Terms and Conditions of such Notes and payment in full of the amount due has not been made in accordance with the provisions of the Global Note then the Global Note will become void at 8.00 p.m. (London time) on such day. At the same time, holders of interests in such Global Note credited to their accounts with Euroclear and/or Clearstream, Luxembourg, as the case may be, will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear and/or Clearstream, Luxembourg on and subject to the terms of a deed of covenant (the **Deed of Covenant**) dated 5 August 2022 and executed by the Issuer.

Notwithstanding the above, a single Global Note in respect of each Tranche of Notes issued in Swiss francs and listed on the SIX Swiss Exchange Ltd. (the **SIX Swiss Exchange**) will be delivered to the SIX SIS Ltd, the Swiss Securities Services Corporation in Olten, Switzerland (**SIS**) or any such other intermediary in Switzerland recognised for such purposes by Six Swiss Exchange (SIS or such other intermediary, the **Intermediary**) and will be exchanged for definitive Notes only in the limited circumstances set out in such Global Note.

### VPS NOTES

Each Tranche of VPS Notes will be issued in uncertificated and dematerialised book entry form. Legal title to the VPS Notes will be evidenced by book entries in the records of Euronext VPS. On the issue of such VPS Notes, the Issuer will send a letter to the VPS Trustee, with copies sent to the VPS Agent (the **VPS Letter**), which letter will set out the terms of the relevant issue of VPS Notes in the form of a Final Terms attached thereto. On delivery of a copy of such VPS Letter including the relevant Final Terms to Euronext VPS and notification to Euronext VPS of the subscribers and their Euronext VPS account details by the relevant Dealer, the account operator acting on behalf of the Issuer will credit each subscribing account holder with Euronext VPS with a nominal amount of VPS Notes equal to the nominal amount thereof for which it has subscribed and paid.

Settlement of sale and purchase transactions in respect of VPS Notes in Euronext VPS will take place two Oslo business days after the date of the relevant transaction. Transfers of interests in the relevant VPS Notes will only take place in accordance with the CSD Act, implementing the CSDR into Norwegian law, any regulations passed under the CSD Act and the rules and procedures of Euronext VPS.

VPS Notes may not be exchanged for bearer Notes and *vice versa*.

### GENERAL

Any reference herein to Euroclear and/or Clearstream, Luxembourg, the Intermediary and/or Euronext VPS 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.



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## Applicable Final Terms

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme which are not Exempt Notes and which (1) have a denomination of €100,000 or its equivalent in any other currency) or more, and/or (2) are to be admitted to trading only on a regulated market.

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]<sup>1</sup>

**[PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **EUWA**); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the **FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]<sup>2</sup>

**[MiFID II Product Governance/Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, **MiFID II**)]**[MiFID II]**; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible

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<sup>1</sup> Legend to be included on front of the Final Terms if the Notes potentially constitute “packaged” products and no key information document will be prepared in the EEA or the Issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction should be specified to be “Applicable”.

<sup>2</sup> Legend to be included on the front of the Final Terms if the Notes potentially constitute “packaged” products and no key information document will be prepared in the UK or the Issuer wishes to prohibit offers to UK retail investors for any other reason, in which case the selling restriction should be specified to be “Applicable”.

## Applicable Final Terms

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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.]<sup>3</sup>

**[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 only 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 domestic law by virtue of the European Union (Withdrawal) Act 2018 (**UK MiFIR**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any [person subsequently offering, selling or recommending the Notes (a **distributor**)] [distributor] should take into consideration the manufacturer[’s/s’] target market assessment; however, a 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 manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]<sup>3</sup>

**[NOTIFICATION UNDER SECTION 309B(1)(c) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE, AS MODIFIED OR AMENDED FROM TIME TO TIME (the SFA) -** [*Insert notice if classification of the Notes is not “[prescribed capital markets products]”, pursuant to Section 309B of the SFA or “[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).*]<sup>4</sup>

[Date]

**Eika Boligkreditt AS**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]  
under the €20,000,000,000  
Euro Medium Term Covered Note Programme**

**Legal Entity Identifier (LEI): 549300T7MMTBQXCJOQ79**

### **PART A – CONTRACTUAL TERMS**

[Terms used herein shall be deemed to be defined as such for the purposes of the [Terms and Conditions of the Notes other than VPS Notes] [the Terms and Conditions of the VPS Notes] set forth in the Offering Circular dated 17 October 2024 [and the supplement[s] to it dated [ ] [and [ ]] which [together] constitute[s] a base prospectus for the purposes of [the Prospectus Regulation / Regulation (EU) 2017/1129 (the **Prospectus Regulation**)] (the **Offering Circular**). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Offering Circular in order to obtain all the relevant information. The Offering Circular has been published on the website of Euronext Dublin at <https://live.euronext.com/>.]

[Terms used herein shall be deemed to be defined as such for the purposes of the [Terms and Conditions of the Notes other than VPS Notes] [the Terms and Conditions of the VPS Notes] (the **Conditions**) set forth in the Offering Circular dated [7 September 2011/19 October 2012/3 September 2013/1 October 2015/13 October 2016/13 October 2017/12 October 2018/11 October 2019/19 October 2020/14 October 2021/5 August 2022/21 September 2023] which are incorporated by reference in the Offering Circular dated 17 October 2024. This document constitutes the Final Terms of the Notes described

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<sup>3</sup> Legend to be included on front of the Final Terms if following ICMA 1 “all bonds to all professionals” target market approach.

<sup>4</sup> Relevant Manager(s)/Dealer(s) to consider whether it / they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

## Applicable Final Terms

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herein for the purposes of Regulation (EU) 2017/1129 (the **Prospectus Regulation**) and must be read in conjunction with the Offering Circular dated 17 October 2024 [and the supplement[s] to it dated [ ] [and [ ]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the **Offering Circular**), including the Conditions incorporated by reference in the Offering Circular, in order to obtain all the relevant information. The Offering Circular has been published on the website of Euronext Dublin at <https://live.euronext.com/>.]

1. Issuer: Eika Boligkreditt AS
2. (a) Series Number: [ ]  
(b) Tranche Number: [ ]  
(c) Date on which the Notes will be consolidated and form a single Series: [The Notes will be consolidated and form a single Series with [ ] on [the Issue Date/the date that is 40 days after the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 22 below, which is expected to occur on or about [ ]] [Not Applicable]
3. Specified Currency or Currencies: [ ]
4. Aggregate Nominal Amount  
(a) Series: [ ]  
(b) Tranche: [ ]
5. Issue Price: [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [ ]]
6. (a) Specified Denominations: [ ]  
(b) Calculation Amount: (*in relation to calculation of interest in global form see Conditions*) [ ]
7. (a) Issue Date: [ ]  
(b) Interest Commencement Date: [ ]
8. Maturity Date: [ ]
9. (a) Statutory Extended Final Maturity: [Applicable/Not Applicable]  
(b) Statutory Extended Final Maturity Date: [*Fixed rate – specify date/Floating rate – Interest Payment Date falling in or nearest to [specify month]; in each case falling 12 months after the Maturity Date*] [Not Applicable]

## Applicable Final Terms

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10. Interest Basis: [In respect of the period from (and including) the Interest Commencement Date to (but excluding) the Maturity Date:  
[ ] per cent. Fixed Rate  
[[ ] month [ ]  
EURIBOR/NIBOR/STIBOR/CIBOR][Compounded Daily €STR][Weighted Average €STR] +/-  
[ ] per cent. Floating Rate  
[Zero Coupon]  
(see paragraph [15]/[16]/[18] below)]
- [In respect of the period from (and including) the Maturity Date to (but excluding) the Statutory Extended Final Maturity Date (if applicable):  
[ ] per cent. Fixed Rate  
[[ ] month [ ]  
EURIBOR/NIBOR/STIBOR/CIBOR][Compounded Daily €STR][Weighted Average €STR] +/-  
[ ] per cent. Floating Rate  
(see paragraph 17 below)]
11. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal amount
12. Change of Interest Basis: [ ] [Not Applicable]
13. Put/Call Options: [Issuer Call]  
[Investor Put]  
[Not Applicable]  
(see paragraph [19]/[20] below)]
14. Date [Board] approval for issuance of Notes obtained: [ ] [Not Applicable]

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

15. Fixed Rate Note Provisions: [Applicable from (and including) the Interest Commencement Date to (but excluding) the Maturity Date] [Not Applicable]
- (a) Rate(s) of Interest: [ ] per cent. per annum payable in arrear on each Interest Payment Date
- (b) Interest Payment Date(s): [ ] in each year up to and including the Maturity Date
- (c) Fixed Coupon Amount(s): (*in relation to Notes in global form see Conditions*) [ ] per Calculation Amount

## Applicable Final Terms

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- (d) Broken Amount(s): (*in relation to Notes in global form see Conditions*) [] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [] [Not Applicable]
- (e) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]
- (f) Determination Date(s): [] in each year [Not Applicable]
16. Floating Rate Note Provisions: [Applicable from (and including) the Interest Commencement Date to (but excluding) the Maturity Date] [Not Applicable]
- (a) Specified Period(s)/Specified Interest Payment Dates: [] [, subject to adjustment in accordance with the Business Day Convention set out in subparagraph (b) below/, not subject to adjustment, as the Business Day Convention in subparagraph (b) below is specified to be Not Applicable]
- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]
- (c) Additional Business Centre(s): []
- (d) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent): []
- (e) Screen Rate Determination
- Calculation Method: [Not Applicable/Compounded Daily/Weighted Average]
  - Reference Rate: [] month [EURIBOR/NIBOR/STIBOR/CIBOR]][€STR]
  - Interest Determination Date(s): []
  - Relevant Screen Page: [][Not Applicable]
  - Index Determination: [Applicable: [] ]/[Not Applicable]
  - Observation Method: [Lag/Lock-out/Shift/Not Applicable]
  - Lag Look-back Period: [5/[] T2 Business Days][Not Applicable]
  - Observation Shift Period: [5/[] T2 Business Days][Not Applicable]
- (f) Reference Rate Replacement: [Applicable/Not Applicable]

## Applicable Final Terms

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- (g) Linear Interpolation: [Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
- (h) Margin(s): [+/-] [ ] per cent. per annum
- (i) Minimum Rate of Interest: [ ] per cent. per annum
- (j) Maximum Rate of Interest: [ ] per cent. per annum
- (k) Day Count Fraction: [[Actual/Actual (ISDA)][Actual/Actual Actual/365 (Fixed) Actual/365 (Sterling) Actual/360 [30/360][360/360][Bond Basis] [30E/360][Eurobond Basis] 30E/360 (ISDA)]
17. Statutory Extended Maturity Interest Provisions: [Applicable from (and including) the Maturity Date to (but excluding) the Statutory Extended Final Maturity Date (if applicable)] [Not Applicable]
- (a) Fixed Rate: [Applicable/Not Applicable]
- (i) Rate(s) of Interest: [ ] per cent. per annum payable in arrear on each Interest Payment Date
- (ii) Interest Payment Date(s): [ ]
- (iii) Fixed Coupon Amount(s): (*in relation to Notes in global form see Conditions*) [ ] per Calculation Amount
- (iv) Broken Amount(s): (*in relation to Notes in global form see Conditions*) [[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]] [Not Applicable]
- (v) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]
- (b) Floating Rate: [Applicable/Not Applicable]
- (i) Specified Period(s)/Specified Interest Payment Dates: [ ] [, subject to adjustment in accordance with the Business Day Convention set out in subparagraph (ii) below/, not subject to adjustment, as the Business Day Convention in subparagraph (ii) below is specified to be Not Applicable]

## Applicable Final Terms

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- (ii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]
- (iii) Additional Business Centre(s): [ ]
- (iv) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent): [ ]
- (v) Screen Rate Determination
- Calculation Method: [Not Applicable/Compounded Daily/Weighted Average]
  - Reference Rate: [[ ] month [EURIBOR/NIBOR/STIBOR/CIBOR]][€STR]
  - Interest Determination Date(s): [ ]
  - Relevant Screen Page: [ ] [Not Applicable]
  - Index Determination: [Applicable: [ ]]/[Not Applicable]
  - Observation Method: [Lag/Lock-out/Shift/Not Applicable]
  - Lag Look-back Period: [5/[ ] T2 Business Days][Not Applicable]
  - Observation Shift Period: [5/[ ] T2 Business Days][Not Applicable]
- (vi) Reference Rate Replacement: [Applicable/Not Applicable]
- (vii) Margin(s): [+/-] [ ] per cent. per annum
- (viii) Minimum Rate of Interest: [ ] per cent. per annum
- (ix) Maximum Rate of Interest: [ ] per cent. per annum

## Applicable Final Terms

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- (x) Day Count Fraction: [[Actual/Actual (ISDA)][Actual/Actual]  
Actual/365 (Fixed)  
Actual/365 (Sterling)  
Actual/360  
[30/360][360/360][Bond Basis]  
[30E/360][Eurobond basis]  
30E/360 (ISDA)]
18. Zero Coupon Note Provisions: [Applicable/Not Applicable]
- (a) Accrual Yield: [ ] per cent. per annum
- (b) Reference Price: [ ]
- (c) Day Count Fraction in relation to Early Redemption Amounts: [30/360]  
[Actual/360]  
[Actual/365]

### PROVISIONS RELATING TO REDEMPTION

19. Issuer Call: [Applicable/Not Applicable]
- (a) Optional Redemption Date(s): [ ]
- (b) Optional Redemption Amount: [ ] per Calculation Amount
- (c) If redeemable in part:
- (i) Minimum Redemption Amount: [ ]
- (ii) Maximum Redemption Amount: [ ]
20. Investor Put: [Applicable/Not Applicable]
- (a) Optional Redemption Date(s): [ ]
- (b) Optional Redemption Amount: [ ] per Calculation Amount
21. Final Redemption Amount: [ ] per Calculation Amount

### GENERAL PROVISIONS APPLICABLE TO THE NOTES

22. Form of Notes
- (a) Form: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event]]
- [Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]



**Applicable Final Terms**

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[Permanent Global Note exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event]]

[VPS Notes]

(b) New Global Note: [Yes/No]

23. Additional Financial Centre(s): [Not Applicable/[ ]]

**THIRD PARTY INFORMATION**

[[*Relevant third party information*] has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of Eika Boligkreditt AS:

By: .....  
*Duly authorised*

## PART B – OTHER INFORMATION

### 1. LISTING

- (a) Listing and Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to the Official List of Euronext Dublin and to trading on the [Regulated Market of Euronext Dublin][Regulated Market of the Oslo Stock Exchange] with effect from [ ].]

[Application will be made by the Issuer (or on its behalf) for the Notes to be admitted to the Official List of Euronext Dublin and to trading on the [Regulated Market of Euronext Dublin][Regulated Market of the Oslo Stock Exchange] with effect from [ ].]

- (b) Estimate of total expenses related to admission to trading: [ ]

### 2. RATINGS

- Ratings: [The Notes to be issued [[have been] / [are expected to be]] rated [ ] by [Moody's Investors Service Limited] (**Moody's**).

Moody's is established in the UK and is registered under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.]

*[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*

[Not Applicable]

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business].

### 4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

- (i) Reasons for the offer: [General Business Purposes][Green Bonds][Give details]

*(See "Use of proceeds" wording in Offering Circular – if reasons for the offer are different*

*from general business purposes and/or Green Bonds, will need to include those reasons here)*

(ii) Estimated net proceeds: [ ]

**5. YIELD (Fixed Rate Notes only)** [ ]

Indication of yield:

**6. OPERATIONAL INFORMATION**

(i) ISIN: [ ]

(ii) Common Code: [ ]

(iii) Any clearing system(s) other than Euroclear, Clearstream, Luxembourg or Swiss Securities Services Corporation and the relevant identification number(s): [ ] [Not Applicable]  
[Euronext VPS (Address: Tollbugata 2, 0152 Oslo, Norway), organisation no. [ ]]

(iv) Names and addresses of additional Paying Agent(s) (if any): [ ] [Not Applicable]

(v) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and 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 the ECB being satisfied that Eurosystem eligibility criteria have been met.]/[No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. 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.]

(vi) CFI: [[See/[include code], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively

sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

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

## **7. DISTRIBUTION**

- (i) U.S. Selling Restrictions: [TEFRA D/TEFRA C/TEFRA not applicable]
- (ii) Prohibition of Sales to EEA Retail Investors: [Applicable/Not Applicable]  
*(If the Notes clearly do not constitute “packaged” products or the Notes do constitute “packaged” products and a key information document will be prepared in the EEA, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no key information document will be prepared in the EEA, “Applicable” should be specified.)*
- (iii) Prohibition of Sales to UK Retail Investors: [Applicable/Not Applicable]  
*(If the Notes clearly do not constitute “packaged” products or the Notes do constitute “packaged” products and a key information document will be prepared in the UK, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no key information document will be prepared in the UK, “Applicable” should be specified.)*
- (iv) Stabilisation Manager(s) (if any): [Not Applicable/give name(s)]
- (v) Prohibition of Sales to Belgian Consumers: [Applicable/Not Applicable]  
*(N.B. advice should be taken from Belgian counsel before disapplying this selling restriction)*
- (vi) [Singapore Sales to Institutional Investors and Accredited Investors only: [Applicable/Not Applicable]]  
*(Consider deleting this subparagraph if no sales are being made to investors in Singapore.)*  
*(If the Notes are offered to Institutional Investors and Accredited Investors in Singapore only, “Applicable” should be specified. If the Notes*

are also offered to investors other than Institutional Investors and Accredited Investors in Singapore, “Not Applicable” should be specified; however, parties should consider the Monetary Authority of Singapore’s Notice on Business Conduct Requirements for Corporate Finance Advisers on 23 February 2023 and the related due diligence requirements, and “Not Applicable” should only be specified if no corporate finance advice is given by any Manager or Dealer.)

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## Applicable Pricing Supplement

### EXEMPT NOTES OF ANY DENOMINATION

*Set out below is the form of Pricing Supplement which will be completed for each Tranche of Exempt Notes, whatever the denomination of those Notes, issued under the Programme.*

### NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH REGULATION (EU) 2017/1129 FOR THE ISSUE OF NOTES DESCRIBED BELOW.

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]<sup>5</sup>

**[PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **EUWA**); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the **FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]<sup>6</sup>

**[MiFID II/UK MiFIR Product Governance / Target Market** – *[appropriate target market legend to be included]*]

**[NOTIFICATION UNDER SECTION 309B(1)(c) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE, AS MODIFIED OR AMENDED FROM TIME TO TIME** (the **SFA**) - *[Insert notice if classification of the Notes is not “[prescribed capital markets products]”, pursuant to Section 309B of the SFA or “[Excluded Investment Products]” (as defined in MAS Notice SFA 04-N12:*

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<sup>5</sup> Legend to be included on front of the Pricing Supplement if the Notes potentially constitute “packaged” products and no key information document will be prepared in the EEA or the Issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction should be specified to be “Applicable”.

<sup>6</sup> Legend to be included on the front of the Pricing Supplement if the Notes potentially constitute “packaged” products and no key information document will be prepared in the UK or the Issuer wishes to prohibit offers to UK retail investors for any other reason, in which case the selling restriction should be specified to be “Applicable”.

*Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)].<sup>7</sup>*

[Date]

**EIKA BOLIGKREDITT AS**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]  
under the €20,000,000,000  
Euro Medium Term Covered Note Programme**

**Legal Entity Identifier (LEI): 549300T7MMTBQXCJOQ79**

**PART A – CONTRACTUAL TERMS**

This document constitutes the Pricing Supplement for the Notes described herein. This document must be read in conjunction with the Offering Circular dated 17 October 2024 [as supplemented by the supplement[s] dated [date[s]]] (the **Offering Circular**). Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Offering Circular. Copies of the Offering Circular may be obtained from [address].

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Offering Circular [dated [original date] which are incorporated by reference in the Offering Circular]. Any reference in the Conditions to “Applicable Final Terms” shall be deemed to include a reference to “applicable Pricing Supplement”, where relevant.

*[Include whichever of the following apply or specify as “Not Applicable”. Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Pricing Supplement.]*

*[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency.]*

- |    |  |  |
|----|--|--|
| 1. | Issuer:  | Eika Boligkreditt AS   |
| 2. | (a) Series Number:   | [ ]  |
|    | (b) Tranche Number:  | [ ]  |
|    | (c) Date on which the Notes will be consolidated and form a single Series: | <i>(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)</i><br><br>[The Notes will be consolidated and form a single Series with [identify earlier Tranches] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 22 below, which is expected to occur on or about [date]]<br><br>[Not Applicable] |

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<sup>7</sup> Relevant Manager(s)/Dealer(s) to consider whether it / they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

## Applicable Pricing Supplement

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3. Specified Currencies: Currency or [ ]
4. Aggregate Nominal Amount
- (a) Series: [ ]
- (b) Tranche: [ ]
5. Issue Price: [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date (if applicable)]]
6. (a) Specified Denominations: [ ]  
*(Note – where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:*  
  
*“[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].”*
- (b) 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 be a common factor in the case of two or more Specified Denominations.)*
7. (a) Issue Date: [ ]
- (b) Interest Commencement Date: [ ]
8. Maturity Date: [Fixed rate – specify date/Floating rate – Interest Payment Date falling in or nearest to [specify month]]
9. (a) Statutory Extended Final Maturity: [Applicable/Not Applicable]
- (b) Statutory Extended Final Maturity Date: [Fixed rate – specify date/Floating rate – Interest Payment Date falling in or nearest to [specify month]; in each case falling 12 months after the Maturity Date] [Not Applicable]
10. Interest Basis: [In respect of the period from (and including) the Interest Commencement Date to (but excluding) the Maturity Date:  
[[ ] per cent. Fixed Rate]  
[[[ ] month [ ]  
EURIBOR/NIBOR/STIBOR/CIBOR] [Compounded Daily €STR][Weighted Average €STR] +/- [ ] per cent. Floating Rate]  
[Zero Coupon]



(see paragraph [15]/[16]/[18] below)]

[In respect of the period from (and including) the Maturity Date to (but excluding) the Statutory Extended Final Maturity Date (if applicable):

[ ] per cent. Fixed Rate]

[[ [ ] month [ ]

EURIBOR/NIBOR/STIBOR/CIBOR] +/- [ ] per cent.

Floating Rate]

(see paragraph 17 below)]

11. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100] per cent. of their nominal amount
12. Change of Interest Basis: [ ] [Not Applicable]  
[Specify details of any provision for change of Notes into another Interest Basis or cross refer to paragraphs [15/16] and 17 below if details are included there]
13. Put/Call Options: [Issuer Call]  
[Investor Put]  
[Not Applicable]  
(see paragraph [19]/[20] below)
14. Date [Board] approval for [ ] [Not Applicable]  
issuance of Notes obtained: (N.B. Only relevant where Board (or similar) authorisation is required for the particular Tranche of Notes)

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

15. Fixed Rate Note Provisions: [Applicable from (and including) the Interest Commencement Date to (but excluding) the Maturity Date] [Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Rate(s) of Interest: [ ] per cent. per annum payable in arrear on each Interest Payment Date
- (b) Interest Payment Date(s): [ ] in each year up to and including the Maturity Date  
(Amend appropriately in the case of irregular coupons)
- (c) Fixed Coupon Amount(s): (in relation to Notes in global form see Conditions) [ ] per Calculation Amount
- (d) Broken Amount(s): (in relation to Notes in global form see Conditions) [[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]] [Not Applicable]

## Applicable Pricing Supplement

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- (e) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]
- (f) Determination Date(s): [] in each year [Not Applicable]  
*(Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)*
16. Floating Rate Note Provisions: [Applicable from (and including) the Interest Commencement Date to (but excluding) the Maturity Date] [Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Specified Period(s)/Specified Interest Payment Dates: [] [, subject to adjustment in accordance with the Business Day Convention set out in subparagraph (b) below/, not subject to adjustment, as the Business Day Convention in subparagraph (b) below is specified to be Not Applicable]
- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]
- (c) Additional Business Centre(s): []
- (d) Manner in which the Rate of Interest and Interest Amount is to be determined, if different from the Conditions: [Specify]  
*(Where different interest provisions are specified, consider adjusting or disapplying the Screen Rate Determination provisions in Condition 3.2(b) of the Terms and Conditions of the Notes other than VPS Notes or Condition 3(b)(ii) of the Terms and Conditions of the VPS Notes, as applicable, and including replacement provisions describing the manner in which the Rate of Interest and Interest Amount is to be determined)*
- (e) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent): []
- (f) Screen Rate Determination
- Calculation Method: [Not Applicable/Compounded Daily/Weighted Average]  
*(Not applicable unless €STR is specified as the Reference Rate)*

## Applicable Pricing Supplement

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- Reference Rate:  month  
[EURIBOR/NIBOR/STIBOR/CIBOR/specify other Reference Rate][€STR]  
(Either EURIBOR, NIBOR, STIBOR, CIBOR, €STR or other, although additional information is required if other, including fallback provisions in the Agency Agreement)
  - Interest Determination Date(s):   
(The second day on which T2 is open prior to the start of each Interest Period if EURIBOR, and the day falling a specified number of T2 Business Days prior to each Interest Payment Date if €STR)
  - Relevant Screen Page: [Not Applicable]  
(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)
  - Index Determination: [Applicable: ]/[Not Applicable]
  - Observation Method: [Lag/Lock-out/Shift/Not Applicable]
  - Lag Look-back Period: [5/[  ] T2 Business Days][Not Applicable]
  - Observation Shift Period: [5/[  ] T2 Business Days][Not Applicable]
- (g) Reference Rate Replacement: [Applicable/Not Applicable]
- (h) Linear Interpolation: [Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
- (i) Margin(s): [+/-]  per cent. per annum
- (j) Minimum Rate of Interest:  per cent. per annum
- (k) Maximum Rate of Interest:  per cent. per annum
- (l) Day Count Fraction: [[Actual/Actual (ISDA)][Actual/Actual Actual/365 (Fixed) Actual/365 (Sterling) Actual/360 [30/360][360/360][Bond Basis] [30E/360][Eurobond Basis] 30E/360 (ISDA)]

## Applicable Pricing Supplement

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17. Statutory Extended Maturity Interest Provisions: [Applicable from (and including) the Maturity Date to (but excluding) the Statutory Extended Final Maturity Date (if applicable)] [Not Applicable]
- (If not applicable, delete remaining subparagraphs of this paragraph)*
- (a) Fixed Rate: [Applicable/Not Applicable]
- (If not applicable, delete remaining subparagraphs of this paragraph (a))*
- (i) Rate(s) of Interest: [ ] per cent. per annum payable in arrear on each Interest Payment Date
- (ii) Interest Payment Date(s): [ ]
- (iii) Fixed Coupon Amount(s): (in relation to Notes in global form see Conditions) [ ] per Calculation Amount
- (iv) Broken Amount(s): (in relation to Notes in global form see Conditions) [[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]] [Not Applicable]
- (v) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]
- (b) Floating Rate: [Applicable/Not Applicable]
- (If not applicable, delete remaining subparagraphs of this paragraph (b))*
- (i) Specified Period(s)/Specified Interest Payment Dates: [ ] [, subject to adjustment in accordance with the Business Day Convention set out in subparagraph (ii) below/, not subject to adjustment, as the Business Day Convention in subparagraph (ii) below is specified to be Not Applicable]
- (ii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]
- (iii) Additional Business Centre(s): [ ]

- (iv) Manner in which the Rate of Interest and Interest Amount is to be determined, if different from the Conditions: *[Specify]*  
*(Where different interest provisions are specified, consider adjusting or disapplying the Screen Rate Determination provisions in Condition 3.2(b) of the Terms and Conditions of the Notes other than VPS Notes or Condition 3(b)(ii) of the Terms and Conditions of the VPS Notes, as applicable, and including replacement provisions describing the manner in which the Rate of Interest and Interest Amount is to be determined)*
- (v) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent):
- (vi) Screen Rate Determination
- Calculation Method:  Not Applicable/Compounded Daily/Weighted Average
  - Reference Rate:  month  
 [EURIBOR/NIBOR/STIBOR/CIBOR/specify other Reference Rate][€STR]
  - Interest Determination Date(s):   
*(The second day on which T2 is open prior to the start of each Interest Period if EURIBOR and the day falling a specified number of T2 Business Days prior to each Interest Payment Date if €STR)*
  - Relevant Screen Page:  [Not Applicable]  
*(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
  - Index Determination:  Applicable: /[Not Applicable]
  - Observation Method:  [Lag/Lock-out/Shift/Not Applicable]

- Lag Look-back Period: [5/[ ] T2 Business Days][Not Applicable]
  - Observation Shift Period: [5/[ ] T2 Business Days][Not Applicable]
- (vii) Reference Rate Replacement: [Applicable/Not Applicable]
- (viii) Minimum Rate of Interest: [ ] per cent. per annum
- (ix) Maximum Rate of Interest: [ ] per cent. per annum
- (x) Day Count Fraction: [[Actual/Actual (ISDA)][Actual/Actual Actual/365 (Fixed) Actual/365 (Sterling) Actual/360 [30/360][360/360][Bond Basis] [30E/360][Eurobond basis] 30E/360 (ISDA)]
18. Zero Coupon Note Provisions: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Accrual Yield: [ ] per cent. per annum
- (b) Reference Price: [ ]
- (c) Day Count Fraction in relation to Early Redemption Amounts: [30/360] [Actual/360] [Actual/365]

**PROVISIONS RELATING TO REDEMPTION**

19. Issuer Call: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Optional Redemption Date(s): [ ]
- (b) Optional Redemption Amount: [ ] per Calculation Amount
- (c) If redeemable in part:

- (i) Minimum Redemption Amount: [ ]
  - (ii) Maximum Redemption Amount: [ ]
- 20. Investor Put: [Applicable/Not Applicable]
  - (a) Optional Redemption Date(s): [ ]
  - (b) Optional Redemption Amount: [ ] per Calculation Amount
- 21. Final Redemption Amount: [ ] per Calculation Amount

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

- 22. Form of Notes:
  - (a) Form: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on 60 days’ notice given at any time/only upon an Exchange Event]]  
  
[Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]  
  
[Permanent Global Note exchangeable for Definitive Notes [on 60 days’ notice given at any time/only upon an Exchange Event]]  
  
[VPS Notes]  
  
*(Ensure that this is consistent with the wording in the “Form of the Notes” section in the Offering Circular and the Notes themselves. N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 above includes language substantially to the following effect: “[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000].” Furthermore, such Specified Denomination construction is not applicable in relation to any issue of Notes which is to be represented by a Temporary Global Note exchangeable for Definitive Notes.)*
  - (b) New Global Note: [Yes/No]
- 23. Additional Financial Centre(s): [Not Applicable/[give details]]

*(Note that this item relates to the place of payment and not Interest Period end dates to which subparagraphs 16(c) and 17(b)(iii) above relate)*

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in this Pricing Supplement. *[[Relevant third party information]* has been extracted from *[specify source]*. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by *[specify source]*, no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of Eika Boligkreditt AS:

By: .....  
*Duly authorised*



**PART B – OTHER INFORMATION**

**1. LISTING**

- (i) Listing and Admission to trading:  [Not Applicable]
- (ii) Estimate of total expenses related to admission to trading:

**2. RATINGS**

Ratings:  [The Notes to be issued  [have been] /  [are expected to be]] rated *[insert details]* by [Moody’s Investors Service Limited] (**Moody’s**).]

Moody’s is established in the UK and is registered under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.]

[Not Applicable]

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

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business – *Amend as appropriate if there are other interests*]

**4. USE OF PROCEEDS**

Use of proceeds:  [General Business Purposes][Green Bonds][*Give details*]

*(See “Use of proceeds” wording in Offering Circular – if reasons for the offer are different from general business purposes and/or Green Bonds, will need to include those reasons here)*

**5. YIELD (Fixed Rate Notes Only)**

Indication of yield:

**6. OPERATIONAL INFORMATION**

- (i) ISIN:
- (ii) Common Code:

- (iii) Any clearing system(s) other than Euroclear, Clearstream, Luxembourg or Swiss Securities Services Corporation and the relevant identification number(s):  [Not Applicable]  [Euronext VPS, Norway (Address: Tollbugata 2, 0152 Oslo, Norway), organisation no.  ]
- (iv) Names and addresses of additional Paying Agent(s) (if any):  [as [Principal] Swiss Paying Agent]  [Not Applicable]
- (v) Intended to be held in a manner which would allow Eurosystem eligibility:  [Yes. Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and 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 the ECB being satisfied that Eurosystem eligibility criteria have been met.]/ [No. Whilst the designation is specified as “no” at the date of this Pricing Supplement, 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. 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.]
- (vi) CFI:  [[See/[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
- (vii) FISN:  [[See/[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

## **7. DISTRIBUTION**

- (i) U.S. Selling Restrictions:  [TEFRA  D/TEFRA  C/TEFRA  not applicable/TEFRA D (Swiss practice)]

- (ii) Prohibition of Sales to EEA Retail Investors: [Applicable/Not Applicable]  
*(If the Notes clearly do not constitute “packaged” products or the Notes do constitute “packaged” products and a key information document will be prepared in the EEA, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no key information document will be prepared, “Applicable” should be specified.)*
- (iii) Prohibition of Sales to UK Retail Investors: [Applicable/Not Applicable]  
*(If the Notes clearly do not constitute “packaged” products or the Notes do constitute “packaged” products and a key information document will be prepared in the UK, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no key information document will be prepared, “Applicable” should be specified.)*
- (iv) Stabilisation Manager(s) (if any): [Not Applicable/give name(s)]
- (v) Prohibition of Sales to Belgian Consumers: [Applicable/Not Applicable]  
*(N.B. advice should be taken from Belgian counsel before disapplying this selling restriction)*
- (vi) [Singapore Sales to Institutional Investors and Accredited Investors only]: [Applicable/Not Applicable]  
*(Consider deleting this subparagraph if no sales are being made to investors in Singapore.)*  
  
*(If the Notes are offered to Institutional Investors and Accredited Investors in Singapore only, “Applicable” should be specified. If the Notes are **also** offered to investors other than Institutional Investors and Accredited Investors in Singapore, “Not Applicable” should be specified; however, parties should consider the Monetary Authority of Singapore’s Notice on Business Conduct Requirements for Corporate Finance Advisers on 23 February 2023 and the related due diligence requirements, and “Not Applicable” should only be specified if no corporate finance advice is given by any Manager or Dealer.)*

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## Terms and Conditions of the Notes other than VPS Notes

*The following are the Terms and Conditions of the Notes other than the VPS Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Pricing Supplement in relation to any Tranche of Exempt Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to “Applicable Final Terms” for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Notes.*

The Notes are covered bonds eligible for the label “European Covered Bond (Premium)” (*obligasjoner med fortrinnsrett (premium)*) issued by Eika Boligkreditt AS (the **Issuer**) in accordance with Chapter 11, Sub-chapter II of the Norwegian Financial Undertakings Act of 2015 (*lov 10. april 2015 nr. 17 om finansforetak og finanskonsern (finansforetaksloven)*) (as amended and replaced from time to time, the **Act**) and Chapter 11, Sub-chapter I of the Regulations of 9 December 2016 nr. 1502 on Financial Undertakings (*forskrift 9. desember 2016 nr. 1502 om finansforetak og finanskonsern (finansforetaksforskriften)*) (as amended and replaced from time to time, the **Regulations**).

This Note is one of a Series (as defined below) of Notes issued by the Issuer pursuant to the Agency Agreement (as defined below).

References herein to the **Notes** shall be references to the Notes of this Series and shall mean:

- (a) in relation to any Notes represented by a global Note (a **Global Note**), units of each Specified Denomination in the Specified Currency;
- (b) any Global Note; and
- (c) any definitive Notes issued in exchange for a Global Note.

The Notes and the Coupons (as defined below) have the benefit of an Agency Agreement (such Agency Agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) dated 17 October 2024 and made between the Issuer, and Citibank, N.A., London Branch as issuing and principal paying agent and agent bank (the **Agent**, which expression shall include any successor agent) and the other paying agents named therein (together with the Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents).

Interest bearing definitive Notes have interest coupons (**Coupons**) and, in the case of Notes which, when issued in definitive form, have more than 27 interest payments remaining, talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Global Notes do not have Coupons or Talons attached on issue.

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) attached to or endorsed on this Note and must be read in conjunction with these Terms and Conditions (the **Conditions**) or, if this Note is a Note which is neither admitted to trading on (i) a regulated market in the European Economic Area or (ii) a UK regulated market as defined in Regulation (EU) No 600/2014 as it forms part of domestic

## Terms and Conditions of the Notes other than VPS Notes

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law by virtue of the European Union (Withdrawal) Act 2018, nor offered in (a) the European Economic Area or (b) the United Kingdom in circumstances where a prospectus is required to be published under the Prospectus Regulation or the Financial Services and Markets Act 2000, as the case may be (an **Exempt Note**), the final terms (or the relevant provisions thereof) are set out in Part A of the Pricing Supplement attached to or endorsed on this Note and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Note. References to the **applicable Final Terms** are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note. Any reference in the Conditions to **applicable Final Terms** shall be deemed to include a reference to **applicable Pricing Supplement** where relevant.

Any reference to **Noteholders** or **holders** in relation to any Notes shall mean the holders of Notes and shall, in relation to any Notes represented by a Global Note, be construed as provided below. 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.

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 Noteholders and the Couponholders are entitled to the benefit of the Deed of Covenant (such Deed of Covenant as modified and/or supplemented and/or restated from time to time, the **Deed of Covenant**) dated 5 August 2022 and made by the Issuer. The original of the Deed of Covenant is held by the common depositary or common safekeeper as the case may be for Euroclear (as defined below) and Clearstream, Luxembourg (as defined below).

Copies of the Agency Agreement and the Deed of Covenant are available for inspection or collection during normal business hours at the specified office of each of the Paying Agents or may be provided by email to a Noteholder following their prior written request to any Paying Agent and provision of proof of holding and identity (in a form satisfactory to the relevant Paying Agent). If the Notes are to be admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin (**Euronext Dublin**), the applicable Final Terms will be published on the website of Euronext Dublin (<https://live.euronext.com/>). If this Note is an Exempt Note, the applicable Pricing Supplement will only be obtainable from the registered office of the Issuer and of the Agent by a Noteholder holding one or more Notes and such Noteholder producing evidence satisfactory to the Issuer and the Agent as to its holding of such Notes and identity. The Noteholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement, the Deed of Covenant and the applicable Final Terms which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement.

Words and expressions defined in the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

### 1. FORM, DENOMINATION AND TITLE

The Notes are in bearer form and, in the case of definitive Notes, serially numbered, in the currency (the **Specified Currency**) and the denominations (the **Specified Denomination(s)**) specified in the applicable Final Terms. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

## Terms and Conditions of the Notes other than VPS Notes

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Unless this Note is an Exempt Note, this Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

If this Note is an Exempt Note, this Note may also be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, a Note denominated in Swiss francs and offered to the public in Switzerland and/or listed on the SIX Swiss Exchange Ltd. or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Pricing Supplement.

Definitive Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in the Conditions are not applicable.

Subject as set out below, title to the Notes and Coupons will pass by delivery. The Issuer and the Paying Agents will (except as otherwise required by law) deem and treat the bearer of any Note or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice 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 in the next succeeding paragraph.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking, S.A. (**Clearstream, Luxembourg**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg 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 Paying Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Global Note shall be treated by the Issuer and any Paying Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions **Noteholder** and **holder of Notes** and related expressions shall be construed accordingly.

For so long as any of the Notes is represented by a Global Note which is deposited with SIX SIS Ltd. (**SIS**) or any intermediary in Switzerland recognised for such purposes by the SIX Swiss Exchange Ltd. (the **SIX Swiss Exchange**, and SIS or any such other intermediary the **Intermediary**) and entered into the accounts of one or more participants of the Intermediary, such Global Note will constitute intermediated securities (*Bucheffekten*) (**Intermediated Securities**) in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

Each holder of the Notes deposited with the Intermediary shall have a quotal co-ownership interest (*Miteigentumsanteil*) in such Global Note to the extent of their claim against the Issuer, provided that for so long as such Global Note remains deposited with the Intermediary the co-ownership interest shall be suspended and such 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 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 such Notes will be the persons holding the Notes in a securities account (*Effektenkonto*) which is in their own name or, in the case of intermediaries

(*Verwahrungsstellen*), the intermediaries (*Verwahrungsstellen*) holding the Notes for their own account in a securities account (*Effektenkonto*) which is in their own name.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg and the Intermediary, as the case may be. References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in Part B of the applicable Final Terms.

## 2. STATUS OF THE NOTES AND OVERCOLLATERALISATION

### 2.1 Status of the Notes

The Notes of each Tranche constitute unconditional and unsubordinated obligations of the Issuer and rank *pari passu* with all other outstanding unsubordinated obligations of the Issuer that have been provided equivalent priority of claim to covered bonds (*obligasjoner med fortrinnsrett*) issued in accordance with the terms of the Act.

### 2.2 Overcollateralisation

For so long as the Notes are outstanding, the value (as calculated in accordance with the Act and the Regulations) of the Cover Pool (as defined below) entered into the Register (as defined below) with respect to the Notes, any other covered bonds issued by the Issuer and derivative contracts having recourse to such Cover Pool shall at all times be a minimum of (a) 105 per cent. of the outstanding principal amount of the Notes and any other covered bonds issued by the Issuer having recourse to such Cover Pool (taking into account the effect of derivative contracts) or (b) such other percentage as may be selected by the Issuer from time to time and notified to the Agent and each of the Rating Agencies (the **Alternative Overcollateralisation Percentage**), provided that:

- (i) the Alternative Overcollateralisation Percentage shall not, for so long as the Notes are outstanding, be less than 102.75 per cent. of the outstanding principal amount of the Notes and any other covered bonds issued by the Issuer having recourse to such Cover Pool (taking into account the effect of derivative contracts); and
- (ii) without prejudice to Condition 2.2(i) above, the Issuer shall not at any time select an Alternative Overcollateralisation Percentage unless (A) the credit rating assigned to the Notes at such time by each of the Rating Agencies which has assigned a credit rating to the Notes at such time is Aaa (in the case of Moody's Investor Service Limited or its successors), AAA (in the case of S&P Global Ratings Europe Limited or its successors) or AAA (in the case of Fitch Ratings Ltd or its successors), and (B) each of the Rating Agencies which has assigned a credit rating to the Notes at such time has confirmed in writing to the Issuer that, at the time of their confirmation, the selection of such Alternative Overcollateralisation Percentage would not in and of itself result in any credit rating then assigned to the Notes by such Rating Agency being reduced, removed, suspended or placed on creditwatch.

To the extent a higher level of minimum overcollateralisation is stipulated in any applicable legislation from time to time, such level of overcollateralisation shall be the minimum level required to be maintained by the Issuer pursuant to this Condition 2.2.

### 2.3 Definitions

In this Condition 2, the following expressions shall have the following meanings:

**Cover Pool** means assets of the Issuer that from time to time form part of a cover pool created in accordance with, and subject to, Section 11-8 of the Act, Section 11-4 of the Regulations and otherwise as set out in the Act and Regulations from time to time (other than any such asset in respect of which an amount has become due and payable to the Issuer, and such amount is not paid within 90 days of becoming due and payable); and

**Register** means the register of covered bonds of the Issuer required to be maintained pursuant to the Act and the Regulations.

### **3. INTEREST**

#### **3.1 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 or the relevant payment date if the Notes become payable on a date other than an Interest Payment Date.

Except in the case of Notes in definitive form where a 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:

- (A) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note; or
- (B) in the case of Fixed Rate Notes in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction. The resultant figure (including after application of any Fixed Coupon Amount or Broken Amount to the Calculation Amount in the case of Fixed Rate Notes in definitive form) shall be rounded 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 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.

**Day Count Fraction** means, in respect of the calculation of an amount of interest in accordance with this Condition 3.1:

- (a) 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; and
- (b) if “30/360” is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

In these Conditions:

**Determination Period** means each 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 falling after, such date); and

**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, with respect to euro, one cent.

### **3.2 Interest on Floating Rate Notes**

#### (a) Interest Payment Dates

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, 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. In the Conditions, **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 or the relevant payment date if the Notes become payable on a date other than an Interest Payment Date.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in 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:

- (A) in any case where Specified Periods are specified in accordance with Condition 3.2(ii), the Floating Rate Convention, such Interest Payment Date (a) in the case of subparagraph (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of subparagraph (ii) below shall apply *mutatis mutandis* or (b) in the case of subparagraph (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 (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (C) 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
- (D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Conditions, **Business Day** means a 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 London and each Additional Business Centre (other than T2) specified in the applicable Final Terms;
- (ii) if T2 is specified as an Additional Business Centre in the applicable Final Terms, a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System or any successor to or replacement for that system (**T2**) is open; and
- (iii) either (i) 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 and are open for general business (including dealing in foreign

exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (ii) in relation to any sum payable in euro, a day on which T2 is open.

(b) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified below.

(i) *Screen Rate Determination for Floating Rate Notes other than Notes referencing €STR*

Where the Reference Rate specified in the applicable Final Terms is not €STR, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (A) the offered quotation; or
- (B) 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 (being either EURIBOR, NIBOR, STIBOR or CIBOR in each case for the relevant currency and/or period, all as specified in the applicable Final Terms) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. (Brussels time, in the case of EURIBOR, or Stockholm time, in the case of STIBOR, or Copenhagen time, in the case of CIBOR) or 12.00 noon (Oslo time, in the case of NIBOR) 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 Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms). 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 Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) 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 3.2(b)(i)(A), no offered quotation appears or, in the case of Condition 3.2(b)(i)(B), fewer than three offered quotations appear, in each case as at the Specified Time, the Issuer shall request each of the Reference Banks to provide it 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 and the Issuer will provide each quotation to the Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms). If two or more of the Reference Banks provide the Issuer with offered quotations, the Rate of Interest for the Interest 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 Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms).

The Agency Agreement contains provisions for determining the Rate of Interest for the relevant Interest Period if one only or none of the Reference Banks provides the Issuer with an offered quotation.

(ii) *Screen Rate Determination for Floating Rate Notes referencing €STR*

(A) *Compounded Daily €STR*

Where:

- (I) the Reference Rate specified in the applicable Final Terms is €STR;  
and
- (II) the Calculation Method specified in the applicable Final Terms is Compounded Daily,

the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily €STR plus or minus (as indicated in the applicable Final Terms) the Margin (if any).

**Compounded Daily €STR** means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily euro short-term rate as the reference rate for the calculation of interest) and will be calculated by the 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 (a) as further specified in the applicable Final Terms; (b) (if Index Determination is specified as being applicable in the applicable Final Terms) by reference to the screen rate or index administered by the administrator of the euro short-term rate that is published or displayed by such administrator or other information service from time to time at the relevant time on the Interest Determination Date, as further specified in the applicable Final Terms; or (c) (if Index Determination is specified as being applicable in the applicable Final Terms but such screen rate or index is not available at the relevant time on the Interest Determination Date), as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{€STR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

**€STR** means, in respect of any T2 Business Day "x", a reference rate equal to the daily euro short-term rate as provided by the European Central Bank, as the administrator of such rate (or any successor administrator of such rate), on the Website of the European Central Bank, in each case at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines, of the administrator of such rate (or, if a revised euro short-term rate is published in accordance with the applicable methodology, policies or guidelines of the administrator of such rate at or before 11.00 a.m. (Brussels time), such revised rate), on the T2 Business Day immediately following such T2 Business Day "x";

**€STR<sub>i</sub>** means:

- (I) where "Lag" is specified as the Observation Method in the applicable Final Terms, in respect of any T2 Business Day "i", the €STR for the T2 Business Day falling "p" T2 Business Days prior to the relevant T2 Business Day "i";
- (II) where "Lock-out" is specified as the Observation Method in the applicable Final Terms:
  - (x) in respect of any T2 Business Day "i" that is a Reference Day, the €STR for the T2 Business Day immediately preceding the relevant T2 Business Day "i"; or
  - (y) in respect of any T2 Business Day "i" that is not a Reference Day (being a T2 Business Day in the Lock-out Period), the €STR for the T2 Business Day immediately preceding the Interest Determination Date for the relevant Interest Period; or
- (III) where "Shift" is specified as the Observation Method in the applicable Final Terms, in respect of any T2 Business Day "i", the €STR for such T2 Business Day "i";

**d** means the number of calendar days in:

- (I) where "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or
- (II) where "Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

**d<sub>0</sub>** means the number of T2 Business Days in:

- (I) where "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or
- (II) where "Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

**i** is a series of whole numbers from one to d<sub>0</sub>, each representing the relevant T2 Business Day in chronological order from, and including, the first T2 Business Day in:

- (I) where "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or
- (II) where "Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

**Lock-out Period** means, with respect to an Interest Period, the period from, and including, the day immediately following the Interest Determination Date for such Interest Period to, but excluding, (I) the Interest Payment Date for such Interest Period or (II) such earlier date, if any, on which the Notes become payable;

**n<sub>i</sub>** means, for any T2 Business Day "i", the number of calendar days from, and including, such T2 Business Day "i" up to, but excluding, the following T2 Business Day;

**Observation Period** means, in respect of an Interest Period, the period from, and including, the date which is "p" T2 Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding the date which is "p" T2 Business Days prior to (I) the Interest Payment Date for such Interest Period (and the last Interest Period shall end on but exclude the Maturity Date) or (II) such earlier date, if any, on which the Notes become payable;

**p** means:

- (I) where "Lag" is specified as the Observation Method in the applicable Final Terms, the number of T2 Business Days included in the Lag Look-back Period specified in the applicable Final Terms; or
- (II) where "Shift" is specified as the Observation Method in the applicable Final Terms, the number of T2 Business Days included in the Observation Shift Period in the applicable Final Terms;

**Reference Day** means a T2 Business Day in the relevant Interest Period, other than a T2 Business Day in the Lock-out Period;

**T2 Business Day** means any day on which T2 (as defined in Condition 3.2(a)) is open; and

**Website of the European Central Bank** means the website of the European Central Bank, currently at <http://www.ecb.europa.eu>, or any successor website officially designated by the European Central Bank (or any successor administrator of the daily euro short-term rate).

(B) *Weighted Average €STR*

Where:

- (I) the Reference Rate specified in the applicable Final Terms is €STR; and
- (II) the Calculation Method specified in the applicable Final Terms is Weighted Average,

the Rate of Interest for each Interest Period will, subject as provided below, be Weighted Average €STR plus or minus (as indicated in the applicable Final Terms) the Margin (if any).

**Weighted Average €STR** means, with respect to an Interest Period, the arithmetic mean of €STR<sub>i</sub> in effect during such Interest Period and will be calculated by the 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 fourth decimal place, with 0.00005 being rounded upwards:

$$\left[ \frac{\sum_{i=1}^{d_0} \text{€STR}_i \times n_i}{d} \right]$$

where  $\text{€STR}_i$ ,  $d$ ,  $d_0$ ,  $i$  and  $n_i$  have the meanings set out in Condition 3.2(b)(ii)(A).

(C) *Fallback provisions*

Subject to Condition 3.2(d), where  $\text{€STR}$  is specified as the Reference Rate in the applicable Final Terms, if, in respect of any T2 Business Day in the relevant Observation Period or the relevant Interest Period, as applicable, the Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) determines that the  $\text{€STR}$  is not available, such  $\text{€STR}$  shall be the  $\text{€STR}$  for the first preceding T2 Business Day in respect of which  $\text{€STR}$  was published on the Website of the European Central Bank, and  $\text{€STR}$  shall be interpreted accordingly.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, the Rate of Interest shall be:

- (I) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as the case may be) relating to the relevant Interest Period, in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as applicable) relating to that last preceding Interest Period); or
- (II) 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 (and applying the Margin and, if applicable, any Maximum Rate of Interest and/or Minimum Rate of Interest, applicable to the first scheduled Interest Period).

(c) Minimum Rate of Interest and/or Maximum Rate of Interest

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 3.2(b) is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 3.2(b) is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(d) Reference Rate Replacement

If:

- (i) Reference Rate Replacement is specified in the applicable Final Terms as being applicable; and
- (ii) a Benchmark Event occurs in relation to an Original Reference Rate at any time when these Conditions provide for any Rate of Interest (or component thereof) to be determined by reference to the Original Reference Rate,

then the following provisions shall apply to the relevant Series of Notes:

- (1) the Issuer shall use reasonable endeavours to appoint an Independent Adviser to determine:
  - (A) a Successor Reference Rate; or
  - (B) if such Independent Adviser fails so to determine a Successor Reference Rate, an Alternative Reference Rate,

and, in either case, an Adjustment Spread and any Benchmark Amendments by no later than five Business Days prior to the Interest Determination Date relating to the next Interest Period for which the Rate of Interest (or any component thereof) is to be determined by reference to the Original Reference Rate (the **IA Determination Cut-off Date**). An Independent Adviser appointed pursuant to Condition 3.2(d)(1) 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, the Agent, any other party responsible for the calculation of the Rate of Interest (as specified in the applicable Final Terms), the Noteholders or the Couponholders for any determination made by it pursuant to Condition 3.2(d);

- (2) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by the Issuer fails to determine a Successor Reference Rate or an Alternative Reference Rate (as applicable) and (in either case) the applicable Adjustment Spread prior to the relevant IA Determination Cut-off Date, then the Issuer (acting in good faith and in a commercially reasonable manner) may determine:
  - (A) a Successor Reference Rate; or
  - (B) if the Issuer fails so to determine a Successor Reference Rate, an Alternative Reference Rate,

and, in either case, an Adjustment Spread and any Benchmark Amendments by no later than three Business Days prior to the Interest Determination Date relating to the next Interest Period for which the Rate of Interest (or any component thereof) is to be determined by reference to the Original Reference Rate (the **Issuer Determination Cut-off Date**). Without prejudice to the definitions thereof, for the purposes of determining any Alternative Reference Rate and (in either case) the applicable Adjustment Spread, the Issuer will take into account any relevant and applicable market precedents as well as any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets;



## Terms and Conditions of the Notes other than VPS Notes

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- (3) if a Successor Reference Rate or, failing which, an Alternative Reference Rate (as applicable) is determined by the relevant Independent Adviser or the Issuer (as applicable) in accordance with this Condition 3.2(d):
- (A) such Successor Reference Rate or Alternative Reference Rate (as applicable) shall subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future Interest Periods (subject to the subsequent operation of, and adjustment as provided in, this Condition 3.2(d));
  - (B) the relevant Independent Adviser or the Issuer (as applicable) shall determine an Adjustment Spread (which may be expressed as a specified quantum or a formula or methodology for determining the applicable Adjustment Spread (and, for the avoidance of doubt, an Adjustment Spread may be positive, negative or zero)), which Adjustment Spread shall be applied to such Successor Reference Rate or Alternative Reference Rate (as applicable) for each subsequent determination of a relevant Rate of Interest (or a relevant component part thereof) by reference to such Successor Reference Rate or Alternative Reference Rate (as applicable);
  - (C) the relevant Independent Adviser or the Issuer (as applicable) (acting in good faith and in a commercially reasonable manner) may in its discretion specify:
    - (x) that changes to these Conditions are necessary in order to follow market practice or to ensure the proper operation of such Successor Reference Rate or Alternative Reference Rate and (in either case) the applicable Adjustment Spread (such amendments, the **Benchmark Amendments**); and
    - (y) the terms of the Benchmark Amendments,then the Issuer shall, subject to giving notice thereof in accordance with Condition 3.2(d)(4), vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice;
- (4) promptly following the determination of the Successor Reference Rate or Alternative Reference Rate (as applicable) and (in either case) the applicable Adjustment Spread, the Issuer shall give notice thereof and the specific terms of any Benchmark Amendments (and the effective date thereof) to the Agent, any other party responsible for the calculation of the Rate of Interest (as specified in the applicable Final Terms), the Noteholders and the Couponholders in accordance with Condition 11. No consent of the Noteholders shall be required in connection with effecting the relevant Successor Reference Rate or Alternative Reference Rate (as applicable) and (in either case) the Adjustment Spread or the Benchmark Amendments, including for the execution of any documents or the taking of other steps by the Issuer or any of the parties to the Agency Agreement (if required). Such notice shall be irrevocable. The Successor Reference Rate or Alternative Reference Rate and (in either case) the applicable Adjustment Spread and the Benchmark Amendments (if any) will (in the absence of manifest error or bad faith in the determination of the Successor Reference Rate or Alternative Reference Rate and the applicable Adjustment Spread and the Benchmark Amendments (if any)) be binding on the Issuer, the Agent, any other party responsible for the calculation of the Rate of Interest (as specified in the applicable Final Terms), the Noteholders and the Couponholders as of their effective date; and

(5) without prejudice to the obligations of the relevant Independent Adviser or the Issuer (as applicable) under the provisions of this Condition 3.2(d), the Original Reference Rate and the fallback provisions provided for in Condition 3.2(b)(i) will continue to apply unless and until a Benchmark Event has occurred. If, following the occurrence of a Benchmark Event and in relation to the determination of the Rate of Interest (or any component part thereof) on the relevant Interest Determination Date, no Successor Reference Rate or Alternative Reference Rate (as applicable) or (in either case) applicable Adjustment Spread is determined and notified to the Agent and any other party responsible for the calculation of the Rate of Interest (as specified in the applicable Final Terms), in each case in accordance with this Condition 3.2(d), prior to the relevant Issuer Determination Cut-off Date, then the Original Reference Rate will continue to apply for the purposes of determining such Rate of Interest (or any component part thereof) for the next Interest Period, with the effect that the fallback provisions provided for in Condition 3.2(b)(i) will continue to apply to such determination.

(e) **Determination of Rate of Interest and calculation of Interest Amounts**

The Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note; or
- (B) in the case of Floating Rate 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 Floating Rate Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amounts (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.

**Day Count Fraction** means, in respect of the calculation of an amount of interest in accordance with this Condition 3.2:

- (i) 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);

## Terms and Conditions of the Notes other than VPS Notes

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- (ii) if “Actual/365 (Fixed)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) 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;
- (iv) if “Actual/360” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (v) 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:

$$\text{Day Count Fraction} = \frac{\llbracket 360 \times (Y_2 - Y_1) \rrbracket + \llbracket 30 \times (M_2 - M_1) \rrbracket + (D_2 - D_1)}{360}$$

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;

- (vi) 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:

$$\text{Day Count Fraction} = \frac{\llbracket 360 \times (Y_2 - Y_1) \rrbracket + \llbracket 30 \times (M_2 - M_1) \rrbracket + (D_2 - D_1)}{360}$$

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;

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“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; and

- (vii) 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:

$$\text{Day Count Fraction} = \frac{\llbracket 360 \times (Y_2 - Y_1) \rrbracket + \llbracket 30 \times (M_2 - M_1) \rrbracket + (D_2 - D_1)}{360}$$

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.

- (f) Linear Interpolation

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) by straight line linear interpolation by reference to two rates based on the relevant Reference Rate, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Issuer (acting in good faith and in a commercially reasonable manner) shall instruct the Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) as to such rate, at such time and by reference to such sources as it determines appropriate for the purposes of the calculation of the applicable rate of interest.

**Designated Maturity** means the period of time designated in the Reference Rate.

(g) Notification of Rate of Interest and Interest Amounts

(i) Except where the Reference Rate specified in the applicable Final Terms is €STR, the Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange on which the relevant Floating Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 11 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will promptly be notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 11. For the purposes of this Condition 3.2(g), the expression **London Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(ii) Where the Reference Rate specified in the applicable Final Terms is €STR, the Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange on which the relevant Floating Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 11 as soon as possible after their determination but in no event later than the second London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will promptly be notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 11.

(h) Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 3.2, whether by the Agent, any other party responsible for the calculation of the Rate of Interest (as specified in the applicable Final Terms) or, in the circumstances described in Condition 3.2(d), an Independent Adviser or the Issuer shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agent, any such other party responsible for the calculation of the Rate of Interest (if applicable), the other Paying Agents and all Noteholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Noteholders or the Couponholders shall attach to the Agent, the Independent Adviser or the Issuer (as applicable) in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

### 3.3 Exempt Notes

In the case of Exempt Notes which are also Floating Rate Notes, if the Reference Rate from time to time is specified in the applicable Pricing Supplement as being other than EURIBOR,

NIBOR, STIBOR, CIBOR or €STR, the Rate of Interest in respect of such Exempt Notes will be determined as provided in the applicable Pricing Supplement.

The rate or amount of interest payable in respect of Exempt Notes which are not also Fixed Rate Notes or Floating Rate Notes shall be determined in the manner specified in the applicable Pricing Supplement, provided that where such Notes are denominated in Swiss francs and offered to the public in Switzerland and/or listed on the SIX Swiss Exchange the provisions of Condition 3.2 shall, save to the extent amended in the applicable Pricing Supplement, apply as if the references therein to Floating Rate Notes and to the Agent were references to Notes denominated in Swiss francs and offered to the public in Switzerland and/or listed on the SIX Swiss Exchange and the party responsible for the calculation of the Rate of Interest (as specified in the applicable Final Terms), respectively, and provided further that such other party responsible for the calculation of the Rate of Interest will notify the Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

### 3.4 Interest Rate and Payments from the Maturity Date in the event of extension of maturity of a Series of Notes

- (a) If Statutory Extended Final Maturity is specified as applicable in the Final Terms for a Series of Notes and the Issuer has both (i) received approval from the Financial Supervisory Authority of Norway to extend the maturity of the Notes by 12 months (a **Statutory Maturity Extension Approval**) and (ii) failed to pay the Final Redemption Amount in full on the Maturity Date specified in the applicable Final Terms, each Note shall bear interest in accordance with this Condition 3.4 on its outstanding nominal amount from (and including) the Maturity Date to (but excluding) the earlier of the Interest Payment Date upon which the Notes are redeemed in full and the Statutory Extended Final Maturity Date, subject to Condition 3.5. In such circumstances, the Rate of Interest for any Interest Period falling after the Maturity Date, and the amount of interest payable on each Interest Payment Date in respect of such Interest Period, shall be determined by the Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) in accordance with (i) if the applicable Final Terms specify that "Fixed Rate" is applicable for the period from (and including) the Maturity Date to (but excluding) the Statutory Extended Final Maturity Date, Condition 3.1 *mutatis mutandis* or (ii) if the applicable Final Terms specify that "Floating Rate" is applicable for the period from (and including) the Maturity Date to (but excluding) the Statutory Extended Final Maturity Date, Condition 3.2 *mutatis mutandis*, as applicable, and (in each case) the applicable Final Terms.
- (b) In the case of Notes which are Zero Coupon Notes up to (and including) the Maturity Date, for the purposes of this Condition 3.4, the outstanding nominal amount shall be the total amount otherwise payable by the Issuer on the Maturity Date less any payments made by the Issuer in respect of such amount in accordance with these Conditions.
- (c) All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 3.4, whether by the Agent or any other party responsible for the calculation of the Rate of Interest (as specified in the applicable Final Terms) shall (in the absence of wilful default, bad faith and manifest error) be binding on the Issuer, the Agent, any such other party responsible for the calculation of the Rate of Interest, the other Paying Agents and all Noteholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Noteholders or the Couponholders shall attach to the Agent or such other party responsible for the calculation of the Rate of Interest in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

- (d) This Condition 3.4 shall only apply to a Series of Notes if (A) Statutory Extended Final Maturity is specified as applicable in the applicable Final Terms, and (B) the Issuer has both (i) received a Statutory Maturity Extension Approval in respect of such Notes and (ii) failed to pay the Final Redemption Amount in full on the Maturity Date, and in such circumstances the maturity of such Notes will be automatically extended to the Statutory Extended Final Maturity Date in accordance with Condition 5.1.

### **3.5 Accrual of interest**

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (a) the date on which all amounts due in respect of such Note have been paid; and
- (b) five days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 11.

## **4. PAYMENTS**

### **4.1 Method of payment**

Subject as provided below:

- (a) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with 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
- (b) 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 to 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 6) any law implementing an intergovernmental approach thereto.

### **4.2 Presentation of definitive Notes and Coupons**

Payments of principal in respect of definitive Notes will (subject as provided below) be made in the manner provided in Condition 4.1 only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Notes, and payments of interest in respect of definitive Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the 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 and its possessions)).

Fixed Rate Notes in definitive form should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 6) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 7) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive form becoming due and repayable prior to its Maturity Date or, as the case may be, the Statutory Extended Final Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note or Long Maturity Note in definitive form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A **Long Maturity Note** is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any definitive Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Note.

### 4.3 Payments in respect of Global Notes

Payments of principal and interest (if any) in respect of Notes represented by any Global Note will (subject as provided below) be made in the manner specified above in relation to definitive Notes or otherwise in the manner specified in the relevant Global Note, where applicable, 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 against presentation or surrender of any 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 or in the records of Euroclear and Clearstream, Luxembourg, as applicable.

### 4.4 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, Clearstream, Luxembourg or the Intermediary as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear, Clearstream, Luxembourg, or the Intermediary as the case may be, for their share of each payment so made by the Issuer to, or to the order of, the holder of such Global Note.



Notwithstanding the foregoing provisions of this Condition 4, if any amount of principal and/or interest in respect of Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

- (a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Notes in the manner provided above when due;
- (b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (c) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

### 4.5 Payment Day

If the date for payment of any amount in respect of any Note 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 (subject to Condition 7) is:

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

### 4.6 Interpretation of principal and interest

Any reference in the Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (a) the Final Redemption Amount of the Notes;
- (b) the Optional Redemption Amount(s) (if any) of the Notes; and

- (c) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

### 4.7 Exempt Notes

Payments on any Notes which are denominated in Swiss francs and offered to the public in Switzerland and/or listed on the SIX Swiss Exchange will 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 payment.

In respect of Notes denominated in Swiss francs and offered to the public in Switzerland and/or listed on the SIX Swiss Exchange, the receipt by the Principal Swiss Paying Agent of the due and punctual payment of the funds in Swiss francs in Zurich shall release the Issuer from its obligation under such Notes and Coupons for the payment of the principal and interest due on the respective payment dates to the extent of such payments and except to the extent that there is default in the subsequent payment thereof to the Noteholders or Couponholders, as the case may be.

Except to the extent required by law, payments of principal and interest in respect of any Notes denominated in Swiss francs 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.

## 5. REDEMPTION AND PURCHASE

### 5.1 Redemption at maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at its Final Redemption Amount specified in the applicable Final Terms in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms, subject as provided in the next paragraph.

If Statutory Extended Final Maturity is specified as applicable in the Final Terms for a Series of Notes and the Issuer has both (i) failed to pay the Final Redemption Amount in full on the Maturity Date specified in the applicable Final Terms and (ii) received a Statutory Maturity Extension Approval, then (subject as provided below) the Issuer's obligation to pay any part of the Final Redemption Amount not paid by the Issuer on the Maturity Date will be automatically deferred until the Statutory Extended Final Maturity Date specified in the applicable Final Terms, provided that any amount representing the Final Redemption Amount (or any part of it) due and remaining unpaid on the Maturity Date may be paid by the Issuer on any Interest Payment Date occurring thereafter up to (and including) the relevant Statutory Extended Final Maturity Date.

The Issuer shall confirm to the Rating Agencies, any relevant Swap Provider and the Agent as soon as reasonably practicable and in any event at least 4 Business Days in London prior to the Maturity Date if the Final Redemption Amount in respect of a Series of Notes will not be paid in full on that Maturity Date. Any failure by the Issuer to notify such parties shall not affect the validity or effectiveness of the extension nor give rise to any rights in any such party.

If, where Statutory Extended Final Maturity is specified as being applicable in the applicable Final Terms, a Statutory Maturity Extension Approval is received, the Issuer shall give not less than 30 days' notice of such extension to the Noteholders and the Couponholders (or, if the Statutory Maturity Extension Approval is received 30 days or fewer prior to the Maturity Date,

the Issuer shall give notice of such extension to the Noteholders and the Couponholders as soon as reasonably practicable before the Maturity Date) in accordance with Condition 11 (provided, however, that any failure by the Issuer to give such notice shall not in any event affect the validity or effectiveness of the extension nor give any Noteholder or Couponholder any right to receive any payment of interest, principal or otherwise with respect to the relevant Notes other than as provided for in these Conditions).

Where the applicable Final Terms for a relevant Series of Notes provides that Statutory Extended Final Maturity is applicable and the Issuer has received a Statutory Maturity Extension Approval, a failure by the Issuer to pay the Final Redemption Amount in full on the Maturity Date shall not constitute a default in payment.

### 5.2 Redemption at the option of the Issuer (Issuer Call)

If Issuer Call is specified as being applicable in the applicable Final Terms, the Issuer may, having given not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 11 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms.

In the case of a partial redemption of Notes, the Notes to be redeemed (**Redeemed Notes**) will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, or the Intermediary (to be reflected in the records of Euroclear, Clearstream, Luxembourg and the Intermediary as either a pool factor or a reduction in nominal amount, at their discretion) in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 11 not less than 15 days prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 5.2 and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 11 at least 5 days prior to the Selection Date.

### 5.3 Redemption at the option of the Noteholders (Investor Put)

If Investor Put is specified as being applicable in the applicable Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 11 not less than 15 nor more than 30 days' notice, the Issuer will, upon the expiry of such notice, redeem such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

To exercise the right to require redemption of this Note, the holder of this Note must, if this Note is in definitive form and held outside Euroclear, Clearstream, Luxembourg, and the Intermediary, deliver, at the specified office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (a **Put Notice**) and in which the holder must specify a bank account to which payment is to be made under this Condition 5 and the Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will,

following delivery of the Put Notice, be held to its order or under its control. If this Note is represented by a Global Note or is in definitive form and held through Euroclear, Clearstream, Luxembourg, or the Intermediary to exercise the right to require redemption of this Note, the holder of this Note must, within the notice period, give notice to the Agent of such exercise in accordance with the standard procedures of Euroclear, Clearstream, Luxembourg and the Intermediary (which may include notice being given on their instruction by Euroclear, Clearstream, Luxembourg and the Intermediary or any common depository or common safekeeper, as the case may be, for them to the Agent by electronic means) in a form acceptable to Euroclear, Clearstream, Luxembourg or the Intermediary from time to time.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear, Clearstream, Luxembourg or the Intermediary given by a holder of any Note pursuant to this Condition 5.3 shall be irrevocable.

### **5.4 Specific redemption provisions applicable to certain types of Exempt Notes**

The Final Redemption Amount, any Optional Redemption Amount and the Early Redemption Amount in respect of Notes denominated in Swiss francs and offered to the public in Switzerland and/or listed on the SIX Swiss Exchange may be specified in, or determined in the manner specified in, the applicable Pricing Supplement.

### **5.5 Purchases**

The Issuer or any Subsidiary of the Issuer may at any time purchase Notes (provided that, in the case of definitive Notes, all unmatured Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Notes may be held, reissued, resold or, at the option of the Issuer, surrendered to a Paying Agent for cancellation.

### **5.6 Cancellation**

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and the Notes purchased and cancelled pursuant to Condition 5.5 (together with all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Agent and cannot be reissued or resold.

### **5.7 Late payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 5.1, 5.2 or 5.3 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be its Early Redemption Amount calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

**RP** means the Reference Price;

**AY** means the Accrual Yield expressed as a decimal; and

**y** is the Day Count Fraction specified in the applicable Final Terms which will be either (i) 30/360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and

including) the Issue Date of the first Tranche of the Notes to (but excluding) the Effective Date and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the Effective Date and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the Effective Date and the denominator will be 365); and

**Effective Date** means the date which is the earlier of (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid and (ii) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 11.

## **6. TAXATION**

All payments of principal and interest in respect of the Notes and Coupons by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. As used herein:

**Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 11; and

**Tax Jurisdiction** means the Kingdom of Norway or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by the Issuer).

## **7. PRESCRIPTION**

The Notes and Coupons will become void unless claims in respect of principal and/or interest are made within a period of 10 years (in the case of principal) and 5 years (in the case of interest) after the Relevant Date (as defined in Condition 6) therefor.

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 7 or Condition 4.2 or any Talon which would be void pursuant to Condition 4.2.

## **8. REPLACEMENT OF NOTES, COUPONS AND TALONS**

Should any Note, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Agent upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

## **9. PAYING AGENTS**

The names of the initial Paying Agents and their initial specified offices are set out above. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms.

The Issuer is entitled to vary or terminate the appointment of any Paying Agent and/or appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts, provided that:

- (a) there will at all times be an Agent;
- (b) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority; and
- (c) there will at all times be a Paying Agent in a jurisdiction within Europe, other than the jurisdiction in which the Issuer is incorporated.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 4.4. Notice of any variation, termination, appointment or change in Paying Agents will be given to the Noteholders promptly by the Issuer in accordance with Condition 11.

In respect of any Notes denominated in Swiss francs and offered to the public in Switzerland and/or listed on the SIX Swiss Exchange, 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 address outside Switzerland. In addition, all references in these Conditions to “Agent” and the “Paying Agents” shall, to the extent specified in the applicable Pricing Supplement, and so far as the context permits, be construed as references to the “Principal Swiss Paying Agent” and the “Swiss Paying Agents”, respectively.

In acting under the Agency Agreement, the Paying Agents act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Noteholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Paying Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent.

### **10. 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 the Agent or any other Paying Agent 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 Note to which it appertains) a further Talon, subject to the provisions of Condition 7.

### **11. NOTICES**

All notices regarding the Notes will be deemed to be validly given if published in a leading English language daily newspaper of general circulation in London. It is expected that any such publication in a newspaper will be made in the *Financial Times* in London. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes and, in addition, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of the Notes on the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Agent. Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

Notwithstanding the provisions of this Condition 11, so long as the Notes are listed on the SIX Swiss Exchange and so long as the rules of the SIX Swiss Exchange so require (and provided that the Notes are not listed on another stock exchange or admitted to trading by another relevant authority (in which case the notice will also be published in accordance with the rules of such stock exchange or authority)), notices in respect of such Notes will be validly given through the Principal Swiss Paying Agent by means of electronic publication on the internet website of the SIX Swiss Exchange ([www.six-group.com](http://www.six-group.com)). In addition, the Principal Swiss Paying Agent may also publish any such notices by other means in accordance with the rules of the SIX Swiss Exchange. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

## 12. MEETINGS OF NOTEHOLDERS AND MODIFICATION AND WAIVER

The Agency Agreement contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform) of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Coupons or any of the provisions of the Agency Agreement. Such a meeting may be convened by the Issuer and shall be convened by the Issuer if required in writing by Noteholders holding not less than 5 per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes or the Coupons (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes or the Coupons), the quorum shall be one or more persons holding or representing not less than two-thirds in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one-third in nominal amount of the Notes for the time being outstanding. The Agency Agreement provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Agency Agreement by a majority consisting of not less than three-fourths of the votes cast on such resolution, (ii) a resolution in writing signed by

or on behalf of all the holders or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Agent) by or on behalf of not less than three-fourths of the holders, shall, in each case, be effective as an Extraordinary Resolution of the Noteholders. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Couponholders.

The Agent and the Issuer may agree, without the consent of the Noteholders or Couponholders, to any modification of the Notes, the Coupons or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of the law.

Any such modification shall be binding on the Noteholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 11 as soon as practicable thereafter.

### 13. FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the Noteholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or 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 and so that the same shall be consolidated and form a single Series with the outstanding Notes.

### 14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

### 15. GOVERNING LAW AND SUBMISSION TO JURISDICTION

#### 15.1 Governing law

The Agency Agreement, the Deed of Covenant, the Notes and the Coupons (and any non-contractual obligations arising out of or in connection with any of them) are governed by, and construed in accordance with, English law save as to Condition 2 which is governed by and shall be construed in accordance with Norwegian law.

#### 15.2 Submission to jurisdiction

- (a) Subject to Conditions 15.2(b) and 15.2(c), the English courts are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Notes and/or the Coupons (including a dispute relating to any non-contractual obligations arising out of or in connection with any of them) and accordingly submits to the exclusive jurisdiction of the English courts. The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum.
- (b) This Condition 15.2(b) is for the benefit of Noteholders and Couponholders only. To the extent allowed by law, the Noteholders and the Couponholders may take any suit, action or proceedings (together referred to as **Proceedings**) arising out of or in connection with the Notes and the Coupons (including any Proceedings relating to any non-contractual obligations arising out of or in connection with any of them) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.



- (c) In respect of any Notes denominated in Swiss francs and offered to the public in Switzerland and/or listed on the SIX Swiss Exchange, the Issuer agrees to the additional jurisdiction of the Courts of the Canton of Zurich, the place of jurisdiction being Zurich, with the right of appeal to the Swiss Federal court of Justice in Lausanne where the law permits.

### **15.3 Appointment of Process Agent**

The Issuer appoints Law Debenture Corporate Services Limited at its registered office at 8th Floor, 100 Bishopsgate, London EC2N 4AG as its agent for service of process, and undertakes that, in the event of Law Debenture Corporate Services Limited ceasing so to act or ceasing to be registered in England, it will appoint another person as its agent for service of process in England in respect of any Proceedings. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

## **16. DEFINITIONS**

In these Conditions the following words shall have the following meanings:

**Adjustment Spread** means either (A) a spread (which may be positive, negative or zero) or (B) a formula or methodology for calculating a spread, which the relevant Independent Adviser or the Issuer (as applicable) determines is required to be applied to a Successor Reference Rate or an Alternative Reference Rate (as applicable), and is the spread, formula or methodology which:

- (i) in the case of a Successor Reference Rate, is formally recommended in relation to the replacement of the Original Reference Rate with such Successor Reference Rate by any Relevant Nominating Body; or
- (ii) in the case of a Successor Reference Rate (for which (i) above does not apply) or in the case of an Alternative Reference Rate, the relevant Independent Adviser or the Issuer (as applicable) determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Original Reference Rate, where such rate has been replaced by such Successor Reference Rate or Alternative Reference Rate (as applicable); or
- (iii) if no such customary market usage is recognised or acknowledged, the relevant Independent Adviser or the Issuer (as applicable) in its discretion determines (acting in good faith and in a commercially reasonable manner) 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 Reference Rate or the Alternative Reference Rate (as applicable);

**Alternative Reference Rate** means the rate that the relevant Independent Adviser or the Issuer (as applicable) determines has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest (or the relevant component part thereof) in respect of notes denominated in the Specified Currency and of a comparable duration to the relevant Interest Periods, or, if such Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as such Independent Adviser or the Issuer (as applicable) determines in its discretion is most comparable to the Original Reference Rate;

**Benchmark Amendments** has the meaning given to it in Condition 3.2(d)(3)(C)(x);

**Benchmark Event** means, with respect to an Original Reference Rate:

- (A) the Original Reference Rate ceasing to exist or be published or administered; or
- (B) the later of (1) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, 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) and (2) the date falling six months prior to the specified date referred to in (B)(1); or
- (C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued; or
- (D) the later of (1) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (2) the date falling six months prior to the specified date referred to in (D)(1); or
- (E) the later of (1) the making of 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 on or before a specified date and (2) the date falling six months prior to the specified date referred to in (E)(1); or
- (F) it has or will prior to the next Interest Determination Date become unlawful for the Issuer, the Agent, any other party specified in the applicable Final Terms as being responsible for calculating the Rate of Interest (or any component part thereof) or any Paying Agent to calculate any payments due to be made to any Noteholder or Couponholder using the Original Reference Rate; or
- (G) the making of a public statement by the supervisor of the administrator of such Original Reference Rate announcing that such Original Reference Rate is no longer representative or may no longer be used; or
- (H) the later of (1) the making of a public statement by the supervisor of the administrator of such Original Reference Rate that, in the view of such supervisor, such Original Reference Rate will, as of a specified date, no longer be representative or may no longer be used and (2) the date falling six months prior to the specified date referred to in (H)(1);

**Currency Swap** means each currency swap which enables the Issuer to hedge currency risks arising from (a) covered Notes which are issued in currencies other than NOK and (b) assets (other than loans) which are registered to the Cover Pool and are denominated in currencies other than NOK;

**Currency Swap Agreement** means the ISDA Master Agreement, schedule and confirmation(s) (as amended and supplemented from time to time) relating to the Currency Swap(s) entered into from time to time between the Issuer and each Currency Swap Provider;

**Currency Swap Provider** means any counterparty in its capacity as currency swap provider under a Currency Swap Agreement;

**euro** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended;

**Independent Adviser** means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer at its own expense;

**Interest Rate Swap** means each single currency interest rate swap which enables the Issuer to hedge the Issuer's interest rate risks in NOK and/or other currencies to the extent that they have not been hedged by a Currency Swap;

**Interest Rate Swap Agreement** means the ISDA Master Agreement, schedule and confirmation(s) (as amended and supplemented from time to time) relating to the Interest Rate Swap(s) entered into from time to time between the Issuer and each Interest Rate Swap Provider;

**Interest Rate Swap Provider** means any counterparty in its capacity as interest rate swap provider under an Interest Rate Swap Agreement;

**Original Reference Rate** means the originally-specified benchmark or screen rate (as applicable) used to determine the relevant Rate of Interest (or any component part thereof) in respect of any Interest Period(s) (provided that if, following one or more Benchmark Event(s), such originally-specified benchmark or screen rate (or any Successor Reference Rate or Alternative Reference Rate which has replaced it) has been replaced by a (or a further) Successor Reference Rate or Alternative Reference Rate and a Benchmark Event subsequently occurs in respect of such Successor Reference Rate or Alternative Reference Rate, the term "Original Reference Rate" shall include any such Successor Reference Rate or Alternative Reference Rate);

**Prospectus Regulation** means Regulation (EU) 2017/1129;

**Rating Agencies** means Moody's Investors Service Limited and/or S&P Global Ratings Europe Limited and/or Fitch Ratings Ltd, including in each case their respective successors;

**Reference Rate** means, subject as provided in Condition 3.2(d), the rate specified in the applicable Final Terms;

**Relevant Nominating Body** means, in respect of an Original Reference Rate:

- (i) the central bank for the currency to which the Original Reference Rates relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Original 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 Original Reference Rate relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the Original Reference Rate, (c) a group of the aforementioned central banks or other supervisory authorities, or (d) the Financial Stability Board or any part thereof;

**Statutory Maturity Extension Approval** has the meaning given to it in Condition 3.4(a);

**Successor Reference Rate** means the rate that the relevant Independent Adviser or the Issuer (as applicable) determines is a successor to or replacement for the Original Reference Rate which is formally recommended by any Relevant Nominating Body; and

**Swap Providers** means each Currency Swap Provider and each Interest Rate Swap Provider.

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## Terms and Conditions of the VPS Notes

The following are the Terms and Conditions of the VPS Notes. VPS Notes will not be evidenced by any physical note or document of title other than a statement of account made by Euronext VPS. Ownership of VPS Notes will be recorded and transfer effected only through the book entry system and register maintained by Euronext VPS.

*Reference should be made to “Applicable Final Terms” for a description of the content of the Final Terms which will specify which of such terms are to apply in relation to the relevant VPS Notes.*

The VPS Notes are covered bonds eligible for the label “European Covered Bond (Premium)” (*obligasjoner med fortrinnsrett (premium)*) issued by Eika Boligkreditt AS (the **Issuer**) in accordance with Chapter 11, Sub-chapter II of the Norwegian Financial Undertakings Act of 2015 (*lov 10. april 2015 nr. 17 om finansforetak og finanskonsern (finansforetaksloven)*) (as amended and replaced from time to time, the **Act**) and Chapter 11, Sub-chapter I of the Regulations of 9 December 2016 nr. 1502 on Financial Undertakings (*forskrift 9. desember 2016 nr. 1502 om finansforetak og finanskonsern (finansforetaksforskriften)*) (as amended and replaced from time to time, the **Regulations**). Each VPS Note will be one of a Series (as defined below) of notes issued by the Issuer under the Programme and each VPS Note will be issued in accordance with and subject to an agreement dated 2 September 2009 (such agreement as replaced and/or modified and/or supplemented and/or restated from time to time, the **VPS Agency Agreement**) between the Issuer and DNB Bank ASA (the **VPS Agent**).

References herein to the VPS Notes shall be references to the VPS Notes of this Series and shall mean notes cleared through the Norwegian Central Securities Depository (formally named *Verdipapirsentralen ASA* and trading as *Euronext Securities Oslo*) (**VPS Notes** and **Euronext VPS**, respectively).

The VPS Notes will have the benefit of the trustee agreement dated 10 September 2024 (such trustee agreement as replaced and/or modified and/or supplemented and/or restated from time to time, the **VPS Trustee Agreement**) made between the Issuer and Nordic Trustee AS (the **VPS Trustee**, which expression shall include any successor as trustee).

Each Tranche of VPS Notes will be created and held in uncertificated and dematerialised book entry form in accounts with Euronext VPS. The VPS Agent will act as agent of the Issuer in respect of all dealings with the VPS in respect of VPS Notes as detailed in the VPS Agency Agreement. The Issuer shall be entitled to obtain information from the register maintained by Euronext VPS for the purposes of performing its obligations under the VPS Notes.

The Final Terms of each Tranche of VPS Notes (or the relevant provisions thereof) are set out in Part A of the Final Terms and must be read in conjunction with these Terms and Conditions of the VPS Notes (the **VPS Conditions**). References to the **applicable Final Terms** are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) which complete these VPS Conditions.

The VPS Trustee acts for the benefit of the holders of the VPS Notes for the time being (the **VPS Noteholders** and the **holders of VPS Notes**), in accordance with the provisions of the VPS Trustee Agreement and these VPS Conditions.

As used herein, **Tranche** means VPS Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of VPS Notes together with any further Tranche or Tranches of VPS Notes which (i) are expressed to be consolidated and form a single series and (ii) 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.

Copies of the VPS Agency Agreement and the VPS Trustee Agreement are available for inspection during normal business hours at the specified office of the VPS Agent and at the registered office for the time being of the VPS Trustee at Kronprinsesse Märthas plass 1, 0160 Oslo, Norway. Copies of the applicable Final Terms for VPS Notes will be published on the Issuer's website at <https://eikbol.no>.

The VPS Noteholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the VPS Agency Agreement, the VPS Trustee Agreement and the Final Terms which are applicable to them. The statements in these VPS Conditions include summaries of, and are subject to, the detailed provisions of the VPS Agency Agreement and the VPS Trustee Agreement.

Words and expressions defined in the VPS Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these VPS Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the VPS Trustee Agreement and the VPS Agency Agreement, the VPS Trustee Agreement will prevail, and in the event of inconsistency between the VPS Trustee Agreement or the VPS Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

### 1. FORM, DENOMINATION AND TITLE

The VPS Notes are in uncertificated and dematerialised book entry form in the currency (the **Specified Currency**) and the denominations (the **Specified Denomination(s)**) specified in the applicable Final Terms and will be registered with a separate securities identification code in Euronext VPS.

VPS Notes of one Specified Denomination may not be exchanged for Notes, Euronext VPS or otherwise, of another Specified Denomination. VPS Notes will be registered with a separate securities identification code in Euronext VPS.

VPS Notes may not be exchanged for Notes other than VPS Notes, issued by the Issuer, and *vice versa*.

A VPS Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

The holder of a VPS Note will be the person evidenced as such by a book entry in the records of Euronext VPS. The Issuer and the VPS Trustee may rely on a certificate of Euronext VPS or one issued on behalf of Euronext VPS by an account-carrying institution as to a particular person being a VPS Noteholder.

Title to the VPS Notes will pass by registration in Euronext VPS between the direct or indirect accountholders at Euronext VPS in accordance with the rules and procedures of Euronext VPS that are in force from time to time. Where a nominee is so evidenced, it shall be treated by the Issuer as the holder of the relevant VPS Note.

Each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euronext VPS as the holder of a particular nominal amount of such VPS Notes shall be treated by the Issuer, the VPS Trustee and the VPS Agent, as the holder of such nominal amount of such VPS Notes for all purposes. VPS Notes will be transferable only in accordance with the rules and procedures for the time being of Euronext VPS.

### 2. STATUS OF THE VPS NOTES AND OVERCOLLATERALISATION

#### (a) Status of the VPS Notes

Each Tranche of VPS Notes will constitute unconditional and unsubordinated obligations of the Issuer and will rank *pari passu* with all other outstanding unsubordinated obligations of the Issuer that have been provided equivalent priority of claim to covered bonds (*Obligasjoner med fortrinnsrett*) issued in accordance with the terms of the Act.

(b) Overcollateralisation

For so long as the VPS Notes are outstanding, the value (as calculated in accordance with the Act and the Regulations) of the Cover Pool (as defined below) entered into the Register (as defined below) with respect to the VPS Notes, any other covered bonds issued by the Issuer and derivative contracts having recourse to such Cover Pool shall at all times be a minimum of (a) 105 per cent. of the outstanding principal amount of the VPS Notes and any other covered bonds issued by the Issuer having recourse to such Cover Pool (taking into account the effect of derivative contracts) or (b) such other percentage as may be selected by the Issuer from time to time and notified to the VPS Trustee and each of the Rating Agencies (the **Alternative Overcollateralisation Percentage**), provided that:

- (i) the Alternative Overcollateralisation Percentage shall not, for so long as the VPS Notes are outstanding, be less than 102.75 per cent. of the outstanding principal amount of the VPS Notes and any other covered bonds issued by the Issuer having recourse to such Cover Pool (taking into account the effect of derivative contracts); and
- (ii) without prejudice to Condition 2(b)(i), the Issuer shall not at any time select an Alternative Overcollateralisation Percentage unless (A) the credit rating assigned to the VPS Notes at such time by each of the Rating Agencies which has assigned a credit rating to the VPS Notes at such time is Aaa (in the case of Moody's Investor Service Limited or its successors), AAA (in the case of S&P Global Ratings Europe Limited or its successors) or AAA (in the case of Fitch Ratings Ltd or its successors), and (B) each of the Rating Agencies which has assigned a credit rating to the VPS Notes at such time has confirmed in writing to the Issuer that, at the time of their confirmation, the selection of such Alternative Overcollateralisation Percentage would not in and of itself result in any credit rating then assigned to the VPS Notes by such Rating Agency being reduced, removed, suspended or placed on creditwatch.

To the extent a higher level of minimum overcollateralisation is stipulated in any applicable legislation from time to time, such level of overcollateralisation shall be the minimum level required to be maintained by the Issuer pursuant to this Condition 2(b).

(c) Definitions

In this Condition 2, the following expressions shall have the following meanings:

**Cover Pool** means assets of the Issuer that from time to time form part of a cover pool created in accordance with, and subject to, Section 11-8 of the Act, Section 11-4 of the Regulations and otherwise as set out in the Act and Regulations from time to time (other than any such asset in respect of which an amount has become due and payable to the Issuer, and such amount is not paid within 90 days of becoming due and payable); and

**Register** means the register of covered bonds of the Issuer required to be maintained pursuant to the Act and the Regulations.

### 3. INTEREST

(a) Interest on Fixed Rate Notes

## Terms and Conditions of the VPS Notes

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Each Fixed Rate Note will bear interest on its outstanding nominal amount 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.

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 these VPS 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 or the relevant payment date if the VPS Notes become payable on a date other than an Interest Payment Date.

If interest is required to be calculated for a period other than a Fixed Interest Period, such interest shall be calculated by applying the Rate of Interest to each Specified Denomination, 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.

In these VPS Conditions:

**Day Count Fraction** means, in respect of the calculation of an amount of interest in accordance with this Condition 3:

- (i) if “Actual/Actual (ICMA)” is specified in the applicable Final Terms:
  - (a) in the case of VPS 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 (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
  - (b) in the case of VPS Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
    - (1) 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 (as specified in the applicable Final Terms) that would occur in one calendar year; and
    - (2) 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; and
- (ii) if “30/360” is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest

Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360;

**Determination Period** means each 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 falling after, such date); and

**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, with respect to euro, means one cent.

(b) Interest on Floating Rate Notes

(i) **Interest Payment Dates**

Each Floating Rate Note bears interest on its outstanding nominal amount from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) 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 such date, together with each Specified Interest Payment Date, 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. In these VPS Conditions, **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 or the relevant payment date if the VPS Notes become payable on a date other than an Interest Payment Date.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month on 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:

- (1) 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 subparagraph (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of subparagraph (B) below shall apply *mutatis mutandis* or (ii) in the case of subparagraph (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

- (2) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (3) 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
- (4) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these VPS Conditions, **Business Day** means a day which is:

- (A) 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 any Additional Business Centre (other than T2) specified in the applicable Final Terms;
- (B) if T2 is specified as an Additional Business Centre in the applicable Final Terms, a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System or any successor or replacement for that system (**T2**) is open; and
- (C) 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 and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (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 T2 is open.

### (ii) **Rate of Interest**

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified below.

- (A) *Screen Rate Determination for Floating Rate Notes other than VPS Notes referencing €STR*

Where the Reference Rate specified in the applicable Final Terms is not €STR, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (1) the offered quotation; or
- (2) 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 (being either EURIBOR, NIBOR, STIBOR or CIBOR in each case for the relevant currency and/or period, all as specified in the applicable Final Terms) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. (Brussels time, in the case of EURIBOR, or Stockholm time, in the case of STIBOR, or Copenhagen time, in the case of CIBOR) or 12.00 noon (Oslo time, in the case of NIBOR) 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 Calculation Agent. 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 Calculation Agent 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)(ii)(A)(1), no offered quotation appears or, in the case of Condition 3(b)(ii)(A)(2), fewer than three offered quotations appear, in each case as at the Specified Time, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent 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 Calculation Agent with offered quotations, the Rate of Interest for the Interest 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 Calculation Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Calculation Agent with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent 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 Calculation Agent 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) or the Norwegian inter-bank market (if the Reference Rate is NIBOR) or the Stockholm inter-bank market (if the Reference Rate is STIBOR) or the Copenhagen inter-bank market (if the Reference Rate is CIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Calculation Agent 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 Calculation Agent it is quoting to leading banks in the Euro-zone inter-bank

market (if the Reference Rate is EURIBOR) or the Norwegian inter-bank market (if the Reference Rate is NIBOR) or the Stockholm inter-bank market (if the Reference Rate is STIBOR) or the Copenhagen inter-bank market (if the Reference Rate is CIBOR) 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 Condition 3(b)(ii), 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 Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

(B) *Screen Rate Determination for Floating Rate Notes referencing €STR*

(1) *Compounded Daily €STR*

Where:

- (I) the Reference Rate specified in the applicable Final Terms is €STR; and
- (II) the Calculation Method specified in the applicable Final Terms is Compounded Daily,

the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily €STR plus or minus (as indicated in the applicable Final Terms) the Margin (if any).

**Compounded Daily €STR** means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily euro short-term rate as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the relevant Interest Determination Date (a) as further specified in the applicable Final Terms; (b) (if Index Determination is specified as being applicable in the applicable Final Terms) by reference to the screen rate or index administered by the administrator of the euro short-term rate that is published or displayed by such administrator or other information service from time to time at the relevant time on the Interest Determination Date, as further specified in the applicable Final Terms; or (c) (if Index Determination is specified as being applicable in the applicable Final Terms but such screen rate or index is not available at the relevant time on the Interest Determination Date), as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{€STR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

**€STR** means, in respect of any T2 Business Day "x", a reference rate equal to the daily euro short-term rate as provided by the European

Central Bank, as the administrator of such rate (or any successor administrator of such rate), on the Website of the European Central Bank, in each case at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines, of the administrator of such rate (or, if a revised euro short-term rate is published in accordance with the applicable methodology, policies or guidelines of the administrator of such rate at or before 11.00 a.m. (Brussels time), such revised rate), on the T2 Business Day immediately following such T2 Business Day "x";

**€STR<sub>i</sub>** means:

- (I) where "Lag" is specified as the Observation Method in the applicable Final Terms, in respect of any T2 Business Day "i", the €STR for the T2 Business Day falling "p" T2 Business Days prior to the relevant T2 Business Day "i";
- (II) where "Lock-out" is specified as the Observation Method in the applicable Final Terms:
  - (x) in respect of any T2 Business Day "i" that is a Reference Day, the €STR for the T2 Business Day immediately preceding the relevant T2 Business Day "i"; or
  - (y) in respect of any T2 Business Day "i" that is not a Reference Day (being a T2 Business Day in the Lock-out Period), the €STR for the T2 Business Day immediately preceding the Interest Determination Date for the relevant Interest Period; or
- (III) where "Shift" is specified as the Observation Method in the applicable Final Terms, in respect of any T2 Business Day "i", the €STR for such T2 Business Day "i";

**d** means the number of calendar days in:

- (I) where "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or
- (II) where "Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

**d<sub>0</sub>** means the number of T2 Business Days in:

- (I) where "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, the number of T2 Business Days in the relevant Interest Period; or
- (II) where "Shift" is specified as the Observation Method in the applicable Final Terms, the number of T2 Business Days in the relevant Observation Period;

$i$  is a series of whole numbers from one to  $d_0$ , each representing the relevant T2 Business Day in chronological order from, and including, the first T2 Business Day in:

- (I) where "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or
- (II) where "Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

**Lock-out Period** means, with respect to an Interest Period, the period from, and including, the day immediately following the Interest Determination Date for such Interest Period to, but excluding, (I) the Interest Payment Date for such Interest Period or (II) such earlier date, if any, on which the VPS Notes become payable;

$n_i$  means, for any T2 Business Day "i", the number of calendar days from, and including, such T2 Business Day "i" up to, but excluding, the following T2 Business Day;

**Observation Period** means, in respect of an Interest Period, the period from, and including, the date which is "p" T2 Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding the date which is "p" T2 Business Days prior to (I) the Interest Payment Date for such Interest Period (and the last Interest Period shall end on but exclude the Maturity Date) or (II) such earlier date, if any, on which the VPS Notes become payable;

**p** means:

- (I) where "Lag" is specified as the Observation Method in the applicable Final Terms, the number of T2 Business Days included in the Lag Look-back Period specified in the applicable Final Terms; or
- (II) where "Shift" is specified as the Observation Method in the applicable Final Terms, the number of T2 Business Days included in the Observation Shift Period in the applicable Final Terms;

**Reference Day** means a T2 Business Day in the relevant Interest Period, other than a T2 Business Day in the Lock-out Period;

**T2 Business Day** means any day on which T2 (as defined in Condition 3(b)(i)) is open; and

**Website of the European Central Bank** means the website of the European Central Bank, currently at <http://www.ecb.europa.eu>, or any successor website officially designated by the European Central Bank (or any successor administrator of the daily euro short-term rate).

(2) *Weighted Average €STR*

Where:

- (I) the Reference Rate specified in the applicable Final Terms is €STR; and
- (II) the Calculation Method specified in the applicable Final Terms is Weighted Average,

the Rate of Interest for each Interest Period will, subject as provided below, be Weighted Average €STR plus or minus (as indicated in the applicable Final Terms) the Margin (if any).

**Weighted Average €STR** means, with respect to an Interest Period, the arithmetic mean of €STR<sub>i</sub> in effect during such Interest Period and will be calculated by the Calculation Agent on the relevant Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards:

$$\left[ \frac{\sum_{i=1}^{d_0} \text{€STR}_i \times n_i}{d} \right]$$

where €STR<sub>i</sub>, **d**, **d**<sub>0</sub>, **i** and **n**<sub>i</sub> have the meanings set out in Condition 3(b)(ii)(B)(1).

(3) *Fallback provisions*

Subject to Condition 3(b)(iv), where €STR is specified as the Reference Rate in the applicable Final Terms, if, in respect of any T2 Business Day in the relevant Observation Period or the relevant Interest Period, as applicable, the Calculation Agent determines that the €STR is not available, such €STR shall be the €STR for the first preceding T2 Business Day in respect of which €STR was published on the Website of the European Central Bank, and €STR shall be interpreted accordingly.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, the Rate of Interest shall be:

- (I) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as the case may be) relating to the relevant Interest Period, in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as applicable) relating to that last preceding Interest Period); or
- (II) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to

the VPS Notes for the first scheduled Interest Period had the VPS 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 (and applying the Margin and, if applicable, any Maximum Rate of Interest and/or Minimum Rate of Interest, applicable to the first scheduled Interest Period).

**(iii) Minimum Rate of Interest and/or Maximum Rate of Interest**

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of this Condition 3(b)(iii) is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of this Condition 3(b)(iii) is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

**(iv) Reference Rate Replacement**

If:

- (a) Reference Rate Replacement is specified in the applicable Final Terms as being applicable; and
- (b) a Benchmark Event occurs in relation to an Original Reference Rate at any time when these VPS Conditions provide for any Rate of Interest (or component thereof) to be determined by reference to the Original Reference Rate,

then the following provisions shall apply to the relevant Series of VPS Notes:

- (1) the Issuer shall use reasonable endeavours to appoint an Independent Adviser to determine:
  - (A) a Successor Reference Rate; or
  - (B) if such Independent Adviser fails so to determine a Successor Reference Rate, an Alternative Reference Rate,

and, in either case, an Adjustment Spread and any Benchmark Amendments by no later than five Business Days prior to the Interest Determination Date relating to the next Interest Period for which the Rate of Interest (or any component thereof) is to be determined by reference to the Original Reference Rate (the **IA Determination Cut-off Date**). An Independent Adviser appointed pursuant to Condition 3(b)(iv)(1) 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, the VPS Agent, the Calculation Agent or the VPS Noteholders for any determination made by it pursuant to Condition 3(b)(iv);

(2) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by the Issuer fails to determine a Successor Reference Rate or an Alternative Reference Rate (as applicable) and (in either case) the applicable Adjustment Spread prior to the relevant IA Determination Cut-off Date, then the Issuer (acting in good faith and in a commercially reasonable manner) may determine:

- (A) a Successor Reference Rate; or
- (B) if the Issuer fails so to determine a Successor Reference Rate, an Alternative Reference Rate,

and, in either case, an Adjustment Spread and any Benchmark Amendments by no later than three Business Days prior to the Interest Determination Date relating to the next Interest Period for which the Rate of Interest (or any component thereof) is to be determined by reference to the Original Reference Rate (the **Issuer Determination Cut-off Date**). Without prejudice to the definitions thereof, for the purposes of determining any Alternative Reference Rate and, in either case, the applicable Adjustment Spread, the Issuer will take into account any relevant and applicable market precedents as well as any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets;

(3) if a Successor Reference Rate or, failing which, an Alternative Reference Rate (as applicable) is determined by the relevant Independent Adviser or the Issuer (as applicable) in accordance with this Condition 3(b)(iv):

(A) such Successor Reference Rate or Alternative Reference Rate (as applicable) shall subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future Interest Periods (subject to the subsequent operation of, and adjustment as provided in, this Condition 3(b)(iv));

(B) the relevant Independent Adviser or the Issuer (as applicable) shall determine an Adjustment Spread (which may be expressed as a specified quantum or a formula or methodology for determining the applicable Adjustment Spread (and, for the avoidance of doubt, an Adjustment Spread may be positive, negative or zero)), which Adjustment Spread shall be applied to such Successor Reference Rate or Alternative Reference Rate (as applicable) for each subsequent determination of a relevant Rate of Interest (or a relevant component part thereof) by reference to such Successor Reference Rate or Alternative Reference Rate (as applicable);

(C) the relevant Independent Adviser or the Issuer (as applicable) (acting in good faith and in a commercially reasonable manner) may in its discretion specify:

- (x) that changes to these VPS Conditions are necessary in order to follow market practice or to ensure the proper operation of such Successor Reference Rate or Alternative Reference Rate and (in either case) the applicable Adjustment Spread (such amendments, the **Benchmark Amendments**); and



(y) the terms of the Benchmark Amendments,

then the Issuer shall, subject to giving notice thereof in accordance with Condition 3(b)(iv)(4), vary these VPS Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice;

- (4) promptly following the determination of the Successor Reference Rate or Alternative Reference Rate (as applicable) and (in either case) the applicable Adjustment Spread, the Issuer shall give notice thereof and the specific terms of the Benchmark Amendments (and the effective date thereof) to the VPS Agent, the Calculation Agent and the VPS Noteholders in accordance with Condition 9. No consent of the VPS Noteholders shall be required in connection with effecting the relevant Successor Reference Rate or Alternative Reference Rate (as applicable) and (in either case) the Adjustment Spread as described in this Condition 3(b)(iv) or the Benchmark Amendments, including for the execution of any documents or the taking of other steps by the Issuer or any of the parties to the VPS Agency Agreement (if required). Such notice shall be irrevocable. The Successor Reference Rate or Alternative Reference Rate and (in either case) the applicable Adjustment Spread and the Benchmark Amendments (if any) will (in the absence of manifest error or bad faith in the determination of the Successor Reference Rate or Alternative Reference Rate and the applicable Adjustment Spread and the Benchmark Amendments (if any)) be binding on the Issuer, the VPS Agent, the Calculation Agent and the VPS Noteholders as of their effective date; and
- (5) without prejudice to the obligations of the relevant Independent Adviser or the Issuer (as applicable) under the provisions of this Condition 3(b)(iv), the Original Reference Rate and the fallback provisions provided for in Condition 3(b)(ii)(A) will continue to apply unless and until a Benchmark Event has occurred. If, following the occurrence of a Benchmark Event and in relation to the determination of the Rate of Interest (or any component part thereof) on the relevant Interest Determination Date, no Successor Reference Rate or Alternative Reference Rate is determined and notified to the VPS Agent, the Calculation Agent and the VPS Noteholders, in each case in accordance with this Condition 3(b)(iv) prior to the relevant Issuer Determination Cut-off Date, then the Original Reference Rate will continue to apply for the purposes of determining such Rate of Interest (or any component part thereof) for the next Interest Period, with the effect that the fallback provisions provided for in Condition 3(b)(ii)(A) will continue to apply to such determination.

**(v) Determination of Rate of Interest and calculation of Interest Amounts**

The Calculation Agent will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Calculation Agent will calculate the amount of interest (the **Interest Amount**) payable on such Floating Rate Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to each Specified Denomination, 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.

**Day Count Fraction** means, in respect of the calculation of an amount of interest for any Interest Period:

- (i) if “Actual/365” 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 (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if “Actual/365 (Fixed)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) 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;
- (iv) if “Actual/360” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (v) 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:

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

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;

- (vi) 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:

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

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; and

- (vii) 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:

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

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.

**(vi) Linear Interpolation**

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be

calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

**Designated Maturity** means the period of time designated in the Reference Rate.

**(vii) Notification of Rate of Interest and Interest Amounts**

- (A) Except where the Reference Rate specified in the applicable Final Terms is €STR, the Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the VPS Agent, the VPS Trustee and any stock exchange on which the relevant Floating Rate Notes are for the time being listed (by no later than the first day of each Interest Period) and notice thereof to be published in accordance with Condition 9 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will promptly be notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the VPS Noteholders in accordance with Condition 9. For the purposes of this Condition 3(b)(vii), the expression **London Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London. The notification of any rate or amount, if applicable, shall be made to Euronext VPS in accordance with and subject to Euronext VPS rules and regulations for the time being in effect.
- (B) Where the Reference Rate specified in the applicable Final Terms is €STR, the Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the VPS Agent, the VPS Trustee and any stock exchange on which the relevant Floating Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 9 as soon as possible after their determination but in no event later than the second London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will promptly be notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the VPS Noteholders in accordance with Condition 9. The notification of any rate or amount, if applicable, shall be made to Euronext VPS in accordance with and subject to Euronext VPS rules and regulations for the time being in effect.

**(viii) Determination or Calculation by the VPS Trustee**

If for any reason at any relevant time the Calculation Agent defaults in its obligation to determine the Rate of Interest, the VPS Trustee shall determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition 3(b), but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Final Terms), it shall deem fair and reasonable in all the circumstances or, as the case may be, the VPS Trustee shall calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Calculation Agent.

**(ix) Certificates to be final**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 3, by the Calculation Agent or, in the circumstances described in Condition 3(b)(iv), an Independent Adviser or the Issuer, shall (in the absence of wilful default, bad faith or manifest error) be binding on all parties and (in the absence as aforesaid) no liability shall attach to the Calculation Agent, the Independent Adviser, the Issuer or the VPS Trustee (if applicable) in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

**(c) Interest Rate and Payments from the Maturity Date in the event of extension of maturity of a Series of VPS Notes**

- (a) If Statutory Extended Final Maturity is specified as applicable in the Final Terms for a Series of VPS Notes and the Issuer has both (i) received approval from the Financial Supervisory Authority of Norway to extend the maturity of the VPS Notes by 12 months (a **Statutory Maturity Extension Approval**) and (ii) failed to pay the Final Redemption Amount in full on the Maturity Date specified in the applicable Final Terms, each VPS Note shall bear interest in accordance with this Condition 3(c) on its outstanding nominal amount from (and including) the Maturity Date to (but excluding) the earlier of the Interest Payment Date upon which the VPS Notes are redeemed in full and the Statutory Extended Final Maturity Date, subject to Condition 3(d). In such circumstances, the Rate of Interest for any Interest Period falling after the Maturity Date, and the amount of interest payable on each Interest Payment Date in respect of such Interest Period, shall be determined by the Calculation Agent in accordance with (i) if the applicable Final Terms specify that "Fixed Rate" is applicable for the period from (and including) the Maturity Date to (but excluding) the Statutory Extended Final Maturity Date, Condition 3(a) *mutatis mutandis* or (ii) if the applicable Final Terms specify that "Floating Rate" is applicable for the period from (and including) the Maturity Date to (but excluding) the Statutory Extended Final Maturity Date, Condition 3(b) *mutatis mutandis*, as applicable, and (in each case) the applicable Final Terms.
- (b) In the case of VPS Notes which are Zero Coupon Notes up to (and including) the Maturity Date, for the purposes of this Condition 3(c), the outstanding nominal amount shall be the total amount otherwise payable by the Issuer on the Maturity Date less any payments made by the Issuer in respect of such amount in accordance with these VPS Conditions.
- (c) All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 3(c) by the Calculation Agent shall (in the absence of wilful default, bad

faith and manifest error) be binding on the Issuer, the VPS Agent, the VPS Trustee, the other Paying Agents and all VPS Noteholders and (in the absence of wilful default or bad faith) no liability to the Issuer or the VPS Noteholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

- (d) This Condition 3(c) shall only apply to a Series of VPS Notes if (A) Statutory Extended Final Maturity is specified as applicable in the applicable Final Terms, and (B) the Issuer has both (i) received a Statutory Maturity Extension Approval in respect of such VPS Notes and (ii) failed to pay the Final Redemption Amount in full on the Maturity Date, and in such circumstances the maturity of such VPS Notes will be automatically extended to the Statutory Extended Final Maturity Date in accordance with Condition 5(a).

**(d) Accrual of interest**

Each VPS Note (or in the case of the redemption of part only of a VPS Note, that part only of such VPS Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (1) the date on which all amounts due in respect of such VPS Note have been paid; and
- (2) five days after the date on which the full amount of the moneys payable in respect of such VPS Note has been received by the VPS Agent and notice to that effect has been given to the VPS Noteholders in accordance with Condition 9.

**(e) Calculation Agent**

The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them in respect of the VPS Notes and for so long as any VPS Note is outstanding. Where more than one Calculation Agent is appointed in respect of the VPS Notes, references in these VPS Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under these VPS Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Period or to calculate any Interest Amount, Final Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall (with the prior approval of the VPS Trustee) appoint a leading bank or investment banking firm engaged in the inter-bank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

## 4. PAYMENTS

**(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 maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency (which, if the

## Terms and Conditions of the VPS Notes

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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 to 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 6) any law implementing an intergovernmental approach thereto. Reference to Specified Currency will include any successor currency under applicable law.

### (b) Payments in respect of VPS Notes

Payments of principal and interest in respect of VPS Notes and notification thereof to VPS Noteholders will be made to the VPS Noteholders shown in the records of Euronext VPS and will be effected through and in accordance with and subject to the rules and regulations from time to time governing Euronext VPS. The VPS Agent and the Calculation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any VPS Noteholder. The Issuer reserves the right at any time with the approval of the VPS Trustee to vary or terminate the appointment of the VPS Agent or the Calculation Agent and to appoint additional or other agents, provided that the Issuer shall at all times maintain (i) a VPS Agent authorised to act as an account operating institution with Euronext VPS, (ii) one or more Calculation Agent(s) where these VPS Conditions so require, and (iii) such other agents as may be required by any other stock exchange on which the VPS Notes may be listed in each case.

Notice of any such change or of any change of any specified office shall promptly be given to the VPS Noteholders in accordance with Condition 9.

### (c) Payment Day

If the date for payment of any amount in respect of any VPS Note is not a Payment Day, the holder thereof shall not be entitled to payment of the relevant payment due until the next following Payment Day and shall not be entitled to any interest or other payment in respect of any such delay. For these purposes, **Payment Day** means any day which (subject to Condition 7) 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 any Additional Financial Centre (other than T2) specified in the applicable Final Terms;
- (ii) if T2 is specified as an Additional Financial Centre in the applicable Final Terms, a day on which T2 is open; and
- (iii) 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 and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars

shall be Melbourne or Wellington, respectively) or (2) in relation to any sum payable in euro, a day on which T2 is open.

**(d) Interpretation of principal and interest**

Any reference in these VPS Conditions to principal in respect of the VPS Notes shall be deemed to include, as applicable:

- (i) the Final Redemption Amount of the VPS Notes;
- (ii) the Optional Redemption Amount(s) (if any) of the VPS Notes; and
- (iii) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the VPS Notes.

**(e) Redenomination**

This Condition 4(e) has been intentionally deleted.

## 5. REDEMPTION AND PURCHASE

**(a) Redemption at maturity**

Unless previously redeemed or purchased and cancelled as specified below, each VPS Note will be redeemed by the Issuer at its Final Redemption Amount specified in the applicable Final Terms in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms, subject as provided in the next paragraph.

If Statutory Extended Final Maturity is specified as applicable in the Final Terms for a Series of VPS Notes and the Issuer has both (i) failed to pay the Final Redemption Amount in full on the Maturity Date specified in the applicable Final Terms and (ii) received a Statutory Maturity Extension Approval, then (subject as provided below) the Issuer's obligation to pay any part of the Final Redemption Amount not paid by the Issuer on the Maturity Date will be automatically deferred until the Statutory Extended Final Maturity Date specified in the applicable Final Terms, provided that any amount representing the Final Redemption Amount (or any part of it) due and remaining unpaid on the Maturity Date may be paid by the Issuer on any Interest Payment Date occurring thereafter up to (and including) the relevant Statutory Extended Final Maturity Date.

The Issuer shall confirm to the Rating Agencies and the VPS Trustee, the VPS Agent and any relevant Swap Provider as soon as reasonably practicable and in any event at least 4 business days in London prior to the Maturity Date if the Final Redemption Amount in respect of a Series of VPS Notes will not be paid in full on that Maturity Date. Any failure by the Issuer to notify such parties shall not affect the validity or effectiveness of the extension nor give rise to any rights in any such party.

If, where Statutory Extended Final Maturity is specified as being applicable in the applicable Final Terms, a Statutory Maturity Extension Approval is received, the Issuer shall give not less than 30 days' notice of such extension to the VPS Noteholders (or, if the Statutory Maturity Extension Approval is received 30 days or fewer prior to the Maturity Date, the Issuer shall give notice of such extension to the VPS Noteholders as soon as reasonably practicable before the Maturity Date) in accordance with Condition 9 (provided, however, that any failure by the Issuer to give such notice shall not in any event affect the validity or effectiveness of the extension nor give any VPS Noteholder any right to receive any payment of interest, principal



or otherwise with respect to the relevant VPS Notes other than as provided for in these VPS Conditions).

Where the applicable Final Terms for a relevant Series of VPS Notes provides that Statutory Extended Final Maturity is applicable and the Issuer has received a Statutory Maturity Extension Approval, a failure by the Issuer to pay the Final Redemption Amount in full on the Maturity Date shall not constitute a default in payment.

**(b) Redemption at the option of the Issuer (Issuer Call)**

If Issuer Call is specified as being applicable in the applicable Final Terms, the Issuer may, having given not less than 15 nor more than 30 days' notice to VPS Noteholders in accordance with Condition 9 (which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the VPS Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount or not more than a Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms. In the case of a partial redemption of VPS Notes, the VPS Notes to be redeemed will be selected in accordance with the rules and procedures of Euronext VPS in relation to such VPS Notes, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**).

**(c) Redemption at the option of the VPS Noteholders (Investor Put)**

If Investor Put is specified as being applicable in the applicable Final Terms, upon the holder of any VPS Note giving to the Issuer in accordance with Condition 9 not less than 15 nor more than 30 days' notice to VPS Noteholders the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, such VPS Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

To exercise the right to require redemption of the VPS Notes, the holder of the VPS Notes must, within the notice period, give notice (the **Put Notice**) to the VPS Agent of such exercise in accordance with the standard procedures of Euronext VPS from time to time.

Any Put Notice given by a holder of any VPS Note pursuant to this Condition 5(c) shall be irrevocable.

**(d) Purchases**

The Issuer or any Subsidiary of the Issuer may at any time purchase VPS Notes at any price in the open market or otherwise.

**(e) Cancellation**

All VPS Notes purchased by or on behalf of the Issuer or any of its Subsidiaries may be cancelled by causing such VPS Notes to be deleted from the records of Euronext VPS.

All VPS Notes which are redeemed will forthwith be cancelled in the same manner. Any VPS Notes so cancelled may not be reissued or resold and the obligations of the Issuer in respect of any such VPS Notes shall be discharged.

### (f) Late payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 5(a), 5(b) or 5(c) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be its Early Redemption Amount calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

**RP** means the Reference Price;

**AY** means the Accrual Yield expressed as a decimal;

**y** is the Day Count Fraction specified in the applicable Final Terms which will be either (i) 30/360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the VPS Notes to (but excluding) the Effective Date and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the VPS Notes to (but excluding) the Effective Date and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the VPS Notes to (but excluding) the Effective Date and the denominator will be 365); and

**Effective Date** means the date which is the earlier of (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid and (ii) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the VPS Agent or the VPS Trustee and notice to that effect has been given to the VPS Noteholders in accordance with Condition 9.

## 6. TAXATION

All payments of principal and interest in respect of the VPS Notes by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the Kingdom of Norway or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law.

## 7. PRESCRIPTION

The VPS Notes will become void unless presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 15) therefor.

## 8. TRANSFER AND EXCHANGE OF VPS NOTES

### (a) Transfers of Interests in VPS Notes

Settlement of sale and purchase transactions in respect of VPS Notes will take place two Oslo Business Days after the date of the relevant transaction. VPS Notes may be transferred between accountholders at Euronext VPS in accordance with the procedures and regulations, for the time being, of Euronext VPS. A transfer of VPS Notes which is held in Euronext VPS through

Euroclear or Clearstream, Luxembourg is only possible by using an account operator linked to Euronext VPS.

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

In the event of a partial redemption of VPS Notes under Condition 5, the Issuer shall not be required to register the transfer of any VPS Note, or part of a VPS Note, called for partial redemption.

**(c) Costs of registration and administration of the VPS register**

VPS Noteholders will not be required to bear the costs and expenses of effecting any registration, transfer or administration in relation to the VPS register, 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.

## 9. NOTICES

Notices to the VPS Noteholders shall be valid if the relevant notice is given to the VPS for communication by it to the VPS Noteholders and, so long as the VPS Notes are listed on a stock exchange, the Issuer shall ensure that notices are duly published in a manner which complies with the rules of such exchange. Any such notice shall be deemed to have been given on the date two days after delivery to Euronext VPS.

## 10. MEETINGS OF VPS NOTEHOLDERS AND MODIFICATION

### Provisions with respect to Holders of VPS Notes

The VPS Trustee Agreement contains provisions for convening meetings of the VPS Noteholders to consider any matter affecting their interests, including sanctioning by a majority of votes (as more fully set out in the VPS Trustee Agreement) a modification of the VPS Notes or any of the provisions of the VPS Trustee Agreement (or, in certain cases, sanctioning by a majority of two thirds of votes). Such a meeting may be convened by the Issuer, the VPS Trustee, Oslo Børs or by VPS Noteholders holding not less than 10 per cent. of the Voting VPS Notes. For the purpose of this Condition 10, **Voting VPS Notes** means the aggregate nominal amount of the total number of VPS Notes not redeemed or otherwise deregistered in Euronext VPS, less the VPS Notes owned by the Issuer, any party who has decisive influence over the Issuer or any party over whom the Issuer has decisive influence.

The quorum at a meeting for passing a resolution is one or more persons holding at least one half of the Voting VPS Notes or at any adjourned meeting one or more persons being or representing holders of Voting VPS Notes whatever the nominal amount of the VPS Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the VPS Notes, the VPS Trustee Agreement (including modifying the date of maturity of the VPS Notes or any date for payment of interest thereof, reducing or cancelling the amount of principal or the rate of interest payable in respect of the VPS Notes or altering the currency of payment of the VPS Notes), the quorum shall be one or more persons holding or representing not less than two-thirds in aggregate nominal amount of the Voting VPS Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one-third in aggregate nominal amount of the Voting VPS Notes. A resolution passed at any meeting of the VPS Noteholders shall be binding on all the VPS Noteholders, whether or not they are present at such meeting.

### Modification

The VPS Trustee Agreement provides that:

- (i) in order to make the following amendments, a majority of at least two-thirds of the votes cast in respect of Voting VPS Notes is required:
  - (A) modification of the Maturity Date or Statutory Extended Final Maturity Date (if applicable) of the VPS Notes specified in the applicable Final Terms, or reduction or cancellation of the nominal amount payable upon maturity;
  - (B) reduction or calculation of the amount payable, or modification of the payment date in respect of any interest in relation to the VPS Notes or variation of the method of calculating the rate of interest in respect of the VPS Notes;
  - (C) reduction of any Minimum Rate of Interest and/or Maximum Rate of Interest specified in the applicable Final Terms;
  - (D) modification of the currency in which payments under the VPS Notes are to be made;
  - (E) any alteration of clause 4.1(f) of the VPS Trustee Agreement (which sets out the matters for which a majority of two-thirds of votes is required);
  - (F) the transfer of rights and obligations under these VPS Conditions and the VPS Trustee Agreement to another Issuer; and/or
  - (G) a change of VPS Trustee; and
- (ii) save as set out in Condition 10(i), the VPS Trustee may agree to amendments to the VPS Trustee Agreement or these VPS Conditions or to waive past default or anticipated default under the VPS Trustee Agreement or the Terms and Conditions of the VPS Notes without prior approval of the affected VPS Noteholder provided that (i) such amendment or waiver is not detrimental to the rights and benefits of the affected VPS Noteholders in any material respect, or (ii) is made solely for the purpose of rectifying obvious errors and mistakes, or (iii) such amendment or waiver is required by applicable law, court ruling or a decision by a relevant authority. The VPS Trustee shall, as soon as possible, notify the VPS Noteholders of any proposal to make such amendments, setting out the date from which the amendment will be effective, unless such notice obviously is unnecessary.

### 11. VPS TRUSTEE

The VPS Trustee Agreement contains provisions for the indemnification of the VPS Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured to its satisfaction. VPS Noteholders are deemed to have accepted and will be bound by these VPS Conditions and the terms of the VPS Trustee Agreement.

### 12. FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the VPS Noteholders to create and issue further notes having terms and conditions the same as the VPS Notes or 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 and so that the same shall be consolidated and form a single Series with the outstanding VPS Notes.

### 13. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this VPS Note, but this does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

### 14. **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

#### (a) **Governing law**

The VPS Notes (and any non-contractual obligations arising out of or in connection with them) are governed by, and shall be construed in accordance with, English law, save as to Conditions 2, 10, 11 and 12 (and any non-contractual obligations arising out of or in connection with them) which are governed by and shall be construed in accordance with Norwegian law. The VPS Trustee Agreement and VPS Agency Agreement are governed by and shall be construed in accordance with Norwegian law.

VPS Notes must comply with the Norwegian Act of 15 March 2019 No. 6 on Central Securities Depositories, which implements Regulation (EU) No. 909/2014 into Norwegian law, and any regulations passed under the CSD Act and the rules and procedures of Euronext VPS, in each case as amended or replaced from time to time. The holders of VPS Notes will be entitled to the rights and are subject to the obligations and liabilities which arise under these acts and any related regulations and legislation.

#### (b) **Submission to jurisdiction**

Subject to the following paragraph the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the VPS Notes and that accordingly any suit, action or proceedings (together referred to as **Proceedings**) arising out of or in connection with the VPS Notes (including any Proceedings relating to any non-contractual obligations arising out of or in connection with it) may be brought in such courts. The Issuer hereby irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any such Proceedings in any such court and any claim that any such Proceedings have been brought in an inconvenient forum and hereby further irrevocably agrees that a judgment in any such Proceedings brought in the English courts shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

This Condition 14(b) is for the exclusive benefit of the VPS Trustee and the VPS Noteholders. To the extent allowed by law, the Issuer agrees that the courts of Norway are to have jurisdiction to settle any disputes which may arise out of, or in connection with, the VPS Trustee Agreement and the VPS Agency Agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with it) and that nothing contained in this Condition 14 shall limit any right to take Proceedings against the Issuer in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

#### (c) **Appointment of Process Agent**

The Issuer appoints Law Debenture Corporate Services Limited at its registered office at 8th Floor, 100 Bishopsgate, London EC2N 4AG as its agent for service of process, and undertakes that, in the event of Law Debenture Corporate Services Limited ceasing so to act or ceasing to

be registered in England, it will appoint another person as its agent for service of process in England in respect of any Proceedings. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

**15. DEFINITIONS**

In these VPS Conditions the following words shall have the following meanings:

**Adjustment Spread** means either (A) a spread (which may be positive, negative or zero) or (B) a formula or methodology for calculating a spread, which the relevant Independent Adviser or the Issuer (as applicable) determines is required to be applied to a Successor Reference Rate or an Alternative Reference Rate (as applicable), and is the spread, formula or methodology which:

- (i) in the case of a Successor Reference Rate, is formally recommended in relation to the replacement of the Original Reference Rate with such Successor Reference Rate by any Relevant Nominating Body; or
- (ii) in the case of a Successor Reference Rate (for which (i) above does not apply) or in the case of an Alternative Reference Rate, the relevant Independent Adviser or the Issuer (as applicable) determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Original Reference Rate, where such rate has been replaced by such Successor Reference Rate or Alternative Reference Rate (as applicable); or
- (iii) if no such customary market usage is recognised or acknowledged, the relevant Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) 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 Reference Rate or the Alternative Reference Rate (as applicable);

**Alternative Reference Rate** means the rate that the relevant Independent Adviser or the Issuer (as applicable) determines has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest (or the relevant component part thereof) in respect of notes denominated in the Specified Currency and of a comparable duration to the relevant Interest Periods, or, if such Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as such Independent Adviser or the Issuer (as applicable) determines in its discretion is most comparable to the Original Reference Rate;

**Benchmark Amendments** has the meaning given to it in Condition 3(b)(iv)(3)(C)(x);

**Benchmark Event** means, with respect to an Original Reference Rate:

- (A) the Original Reference Rate ceasing to exist or be published or administered; or
- (B) the later of (1) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, 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) and (2) the date falling six months prior to the specified date referred to in (B)(1); or

- (C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued; or
- (D) the later of (1) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (2) the date falling six months prior to the specified date referred to in (D)(1); or
- (E) the later of (1) the making of 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 on or before a specified date and (2) the date falling six months prior to the specified date referred to in (E)(1); or
- (F) it has or will prior to the next Interest Determination Date become unlawful for the Issuer, the VPS Agent, the Calculation Agent or any other party specified in the applicable Final Terms as being responsible for calculating the Rate of Interest (or any component part thereof) or the Calculation Agent to calculate any payments due to be made to any VPS Noteholder using the Original Reference Rate; or
- (G) the making of a public statement by the supervisor of the administrator of such Original Reference Rate announcing that such Original Reference Rate is no longer representative or may no longer be used; or
- (H) the later of (1) the making of a public statement by the supervisor of the administrator of such Original Reference Rate that, in the view of such supervisor, such Original Reference Rate will, as of a specified date, no longer be representative or may no longer be used and (2) the date falling six months prior to the specified date referred to in (H)(1);

**Calculation Agent** means, in relation to the VPS Notes of any Series, the VPS Trustee or such other person appointed as calculation agent in relation to the VPS Notes by the Issuer and shall include any successor calculation agent appointed in respect of the VPS Notes;

**Currency Swap** means each currency swap which enables the Issuer to hedge currency risks arising from (a) covered Notes which are issued in currencies other than NOK and (b) assets (other than loans) which are registered to the Cover Pool and are denominated in currencies other than NOK;

**Currency Swap Agreement** means the ISDA Master Agreement, schedule and confirmation(s) (as amended and supplemented from time to time) relating to the Currency Swap(s) entered into from time to time between the Issuer and each Currency Swap Provider;

**Currency Swap Provider** means any counterparty in its capacity as currency swap provider under a Currency Swap Agreement;

**euro** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty;

**Exchange** means, for the purpose of these VPS Conditions, the Oslo Stock Exchange (Oslo Børs);

**Fixed Rate Note** means a VPS Note on which interest is calculated at a fixed rate payable in arrear on one or more Interest Payment Dates in each year as may be agreed between the Issuer and the relevant Dealer, as indicated in the applicable Final Terms;

**Floating Rate Note** means a VPS Note on which interest is calculated at a floating rate, payable in arrear on one or more Interest Payment Dates in each year as may be agreed between the Issuer and the relevant Dealer, as indicated in the applicable Final Terms;

**Independent Adviser** means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer at its own expense;

**Interest Commencement Date** means, in the case of interest bearing VPS Notes, the date specified in the applicable Final Terms from and including which the VPS Notes bear interest, which may or may not be the Issue Date;

**Interest Rate Swap** means each single currency interest rate swap which enables the Issuer to hedge the Issuer's interest rate risks in NOK and/or other currencies to the extent that they have not been hedged by a Currency Swap;

**Interest Rate Swap Agreement** means the ISDA Master Agreement, schedule and confirmation(s) (as amended and supplemented from time to time) relating to the Interest Rate Swap(s) entered into from time to time between the Issuer and each Interest Rate Swap Provider;

**Interest Rate Swap Provider** means any counterparty in its capacity as interest rate swap provider under an Interest Rate Swap Agreement;

**Issue Date** means, in respect of any VPS Note, the date of issue and purchase of the VPS Note;

**Oslo Business Days** means 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 Oslo;

**outstanding** means, in relation to the VPS Notes of any Series, all the VPS Notes issued other than:

- (a) those VPS Notes which have been redeemed and cancelled pursuant to these VPS Conditions;
- (b) those VPS Notes in respect of which the date for redemption in accordance with these VPS Conditions has occurred and the redemption moneys (including all interest (if any) accrued to the date for redemption and any interest (if any) payable under these VPS Conditions after that date) have been duly paid to or to the order of the VPS Agent in the manner provided in these VPS Conditions and the VPS Agency Agreement (and where appropriate notice to that effect has been given to the VPS Noteholders in accordance with these VPS Conditions) and remain available for payment of the relevant VPS Notes and/or Coupons;
- (c) those VPS Notes which have been purchased and cancelled in accordance with these VPS Conditions; and
- (d) those VPS Notes in respect of which claims have become prescribed under these VPS Conditions;



**Original Reference Rate** means the originally-specified benchmark or screen rate (as applicable) used to determine the relevant Rate of Interest (or any component part thereof) in respect of any Interest Period(s) (provided that if, following one or more Benchmark Event(s), such originally-specified benchmark or screen rate (or any Successor Reference Rate or Alternative Reference Rate which has replaced it) has been replaced by a (or a further) Successor Reference Rate or Alternative Reference Rate and a Benchmark Event subsequently occurs in respect of such Successor Reference Rate or Alternative Reference Rate, the term "Original Reference Rate" shall include any such Successor Reference Rate or Alternative Reference Rate);

**Prospectus Regulation** means Regulation (EU) 2017/1129;

**Rating Agencies** means Moody's Investors Service Limited and/or S&P Global Ratings Europe Limited and/or Fitch Ratings Ltd, including in either case their respective successors;

**Reference Banks** means (i) in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, (ii) in the case of a determination of NIBOR, the principal Oslo office of four major banks in the Norwegian inter-bank market, (iii) in the case of a determination of STIBOR, the principal Stockholm office of four major banks in the Swedish inter-bank market and (iv) in the case of a determination of CIBOR, the principal Copenhagen office of four major banks in the Copenhagen inter-bank market, in each case selected by the Calculation Agent;

**Reference Rate** means, subject as provided in Condition 3(b)(iv), the rate specified in the applicable Final Terms;

**Relevant Date** means the date on which a payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the VPS Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the VPS Noteholders in accordance with Condition 9;

**Relevant Nominating Body** means, in respect of an Original Reference Rate:

- (i) the central bank for the currency to which the Original Reference Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Original 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 Original Reference Rate relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the Original Reference Rate, (c) a group of the aforementioned central banks or other supervisory authorities, or (d) the Financial Stability Board or any part thereof;

**Specified Time** means 11.00 a.m. (Brussels time, in the case of a determination of EURIBOR, or Stockholm time, in the case of a determination of STIBOR, or Copenhagen time, in the case of a determination of CIBOR) or 12.00 noon (Oslo time, in the case of a determination of NIBOR);

**Statutory Maturity Extension Approval** has the meaning given to it in Condition 3(c)(a);

**Subsidiary** means in relation to any person (the **first person**) at any particular time, any other person (the **second person**):

## Terms and Conditions of the VPS Notes

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- (i) whose affairs and policies the first person controls or has power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second person or otherwise; or
- (ii) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first person;

**Successor Reference Rate** means the rate that the relevant Independent Adviser or the Issuer (as applicable) determines is a successor to or replacement for the Original Reference Rate which is formally recommended by any Relevant Nominating Body;

**Swap Providers** means each Currency Swap Provider and each Interest Rate Swap Provider; and

**Treaty** means the Treaty on the Functioning of the European Union, as amended.

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## Use of proceeds

The net proceeds from each issue of Notes will, unless otherwise specified in the applicable Final Terms (or the applicable Pricing Supplement, in the case of Exempt Notes), be applied by the Issuer as follows:

- (a) where “General Business Purposes” is specified in the applicable Final Terms (or the applicable Pricing Supplement, in the case of Exempt Notes), for its general business purposes, which include making a profit; or
- (b) where “Green Bonds” is specified in the applicable Final Terms (or the applicable Pricing Supplement, in the case of Exempt Notes) an amount equal to the net proceeds from such issue will be applied by the Issuer to finance or re-finance, in whole or in part, Eligible Green Loans (as defined below) pursuant to the Issuer’s Green Bond Framework relating to investments in Eligible Green Loans and the issuance of Green Bonds which at such time has been published by the Issuer and made available on the Issuer’s website (at <https://eikbol.no/Investor-relations/green-bonds>) and which is in effect at the time of issuance of the relevant Notes.

**Eligible Green Loans** refer to a loan portfolio of new and existing mortgages for energy efficient residential buildings in Norway, as further described in the Issuer’s Green Bond Framework and which are included in the Issuer’s Eligible Green Loan Portfolio.

**Eligible Green Loan Portfolio** refers to the portfolio of Eligible Green Loans that meet the eligibility criteria set out in the Issuer’s Green Bond Framework as such eligibility criteria may change from time to time.

Eligible Green Loans are evaluated and selected based on the eligibility criteria set out in the Issuer’s Green Bond Framework. The Issuer’s Green Bond Committee (as defined below) oversees this process. The Issuer will identify and keep records of new and existing mortgages that meet the eligibility criteria under the Green Bond Framework. A green mortgage register of Eligible Green Loans will be kept by the Issuer, from which the Issuer will select the Eligible Green Loans that are available for green bond funding.

The Issuer intends to manage the net proceeds from the Green Bonds in a portfolio approach and designate sufficient Eligible Green Loans in the Eligible Green Loan Portfolio to ensure that the size of the Eligible Green Loan Portfolio matches or exceeds the total balance of all outstanding Green Bonds. The Issuer intends to hold or invest any unallocated Green Bond net proceeds, at its own discretion, in its liquidity portfolio including money market instruments.

The Eligible Green Loan Portfolio and its ongoing compliance with the eligibility criteria referred to above will be monitored by the Issuer’s green bond committee (the **Green Bond Committee**). The Committee has a cross-departmental membership involving representation from each of the Issuer’s lending areas, including the Issuer’s Chief Executive Officer, Chief Financial Officer and Chief Commercial Officer together with the Executive Vice President of Eika Gruppen AS.

The Issuer intends to report to investors within one year from the date of the issuance of any Green Bonds and annually thereafter, until the proceeds from such Green Bonds have been fully allocated. Where feasible, the Issuer also intends to report on the impact of the Eligible Green Loan Portfolio. These reports will be generally available on the Issuer’s website at <https://www.eikbol.no/Investor-relations/green-bonds> for so long as the Issuer has Green Bonds outstanding.

A Second Party Opinion has been obtained from the Second Party Opinion provider, ISS Corporate, which is available at <https://eikbol.no/Investor-relations/green-bonds>. The Second Party Opinion is only current as at the date it is released and may be updated, suspended or withdrawn by ISS Corporate at

## **Use of proceeds**

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any time. No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of the Second Party Opinion and in particular as to whether any Eligible Green Loans fulfil any environmental, sustainability, social or other criteria. The Second Party Opinion is not a recommendation to buy, sell or hold any Notes.

For the avoidance of doubt, none of the Issuer's Green Bond Framework, the Second Party Opinion or any public reporting by or on behalf of the Issuer in respect of any application of an amount equal to the net proceeds of any Green Bonds is incorporated by reference in, and shall not form part of, this Offering Circular.

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## Summary of the Norwegian Legislation Regarding Covered Bonds

*(Obligasjoner med fortrinnsrett)*

The following is a brief overview of certain features of Norwegian law governing the issuance of covered bonds in Norway, at the date of this Offering Circular. The overview does not purport to be, and is not, a complete description of all aspects of the Norwegian legislative and regulatory framework pertaining to covered bonds.

As of the date of this Offering Circular, the main legislation which governs the issue of covered bonds in Norway is Chapter 11, Subsection II of the Norwegian Act on Financial Undertakings and Financial Groups of 10 April 2015 No 17 (*lov 10. april 2015 nr. 17 om finansforetak og finanskonsern (finansforetaksloven)*) (the **Act**) and Chapter 11, Subsection I of the Regulations of 9 December 2016 nr. 1502 on Financial Undertakings (*forskrift 9. desember 2016 nr. 1502 om finansforetak og finanskonsern (finansforetaksforskriften)*) (the **Regulations** and, together with the Act, the **Legislation**).

The new EU legislation on covered bonds (being Directive (EU) 2019/2162 and Regulation (EU) 2019/2160) has been implemented in Norway as of 8 July 2022.

### LEGISLATION

Under the Legislation, certain Norwegian credit institutions which meet the general definitions of a **Financial Undertaking** (*finansforetak*) and **Credit Institution** (*kredittforetak*) contained in the Act, and whose articles of association comply with prescribed mandatory requirements may issue covered bonds (*obligasjoner med fortrinnsrett*). The Act defines Credit Institutions as credit businesses which are not banks, and whose activity is the receiving of repayable funds or other assets other than deposits and the granting of credit and loans in its own name. Credit Institutions must hold licences issued by the Ministry of Finance (or by the Norwegian FSA pursuant to delegation) in order to conduct business as a Credit Institution and are required to obtain permission for a covered bond programme from the Norwegian FSA to issue covered bonds under specific covered bond programmes. Furthermore, the Credit Institution must notify the Norwegian FSA no less than 30 days in advance of (i) their first (inaugural) issuance of covered bonds and (ii) their first issuance of covered bonds under a new covered bond programme.

The Issuer is a “*kredittforetak*” (as defined by the Act) and has (i) received the required Credit Institution licence, (ii) adapted its articles of association to meet the mandatory requirements and (iii) obtained approval from the Norwegian FSA of its covered bond programme under which it may issue covered bonds under the label “European Covered Bond (Premium)” (*obligasjoner med fortrinnsrett (premium)*), and consequently, the Issuer may issue such covered bonds.

The Legislation provides that holders of covered bonds (and also counterparties under derivative contracts entered into for hedging purposes in relation to the covered bonds) have an exclusive and prioritised right of claim, on a *pari passu* basis between themselves, against a pool of certain security assets (the **Cover Pool**). Under Norwegian law, an issuer of bonds, such as an issuer of covered bonds, must register the bonds in paperless/dematerialised book-entry form by registration in the Norwegian Central Securities Depository (formally named *Verdipapirsentralen ASA* and trading as *Euronext Securities Oslo*) or in another central securities depository which is properly authorised or recognised in Norway as being entitled to register the Notes pursuant to the Norwegian Central Securities Depositories Act 2019 and Regulation (EU) No 909/2014. However, such registration requirement does not apply if the bonds are either (i) denominated in NOK and offered or sold outside of Norway to non-Norwegian residents only, or (ii) denominated in a currency other than NOK and offered or sold outside of Norway.

### THE REGISTER

The Credit Institution must maintain a register (the **Register**) of the issued covered bonds, the related derivative agreements, and the Cover Pool pertaining to such covered bonds and derivative agreements. In accordance with the Legislation, a Credit Institution may establish a separate Register for the issue of covered bonds relating to a different Cover Pool. If there is more than one Cover Pool, the Credit Institution must identify which Cover Pool a covered bondholder will hold a preferential claim against. Where a Credit Institution has made two or more issues of covered bonds which have a preferential claim against different Cover Pools, derivative agreements and substitution assets shall be held in separate accounts for each Cover Pool.

Each Register relating to a Cover Pool must at all times contain detailed information on the nominal value of the covered bonds, the assets which constitute the Cover Pool, and the derivative agreements. Consequently, any Register for a Cover Pool must be updated on a regular basis to include any changes in relevant information.

Such registration is not in itself conclusive evidence of the contents of the Cover Pool pertaining to the covered bonds, but shall, according to statements in the preparatory works to the Norwegian covered bond legislation, serve as strong evidence.

### BENEFIT OF A PRIORITISED CLAIM

Pursuant to the Act, if a Credit Institution which has issued covered bonds is placed under public administration or is liquidated, the holders of covered bonds issued by the Credit Institution and the counterparties to relevant derivative agreements entered into by the Credit Institution will have an exclusive, equal and *pro rata* prioritised claim against the Cover Pool. The prioritised claims will rank ahead of all other claims, save for claims relating to the fees and expenses of the public administration board. According to the provisions of Section 6-4 of the Norwegian Liens Act of 1980 no. 2 and Section 11-15 of the Act, a future public administration board of the Credit Institution will have a first priority lien over all of the assets included in the Cover Pool, as security for fees and expenses incurred by the public administration board in connection with the administration of the Credit Institution. Such statutory lien will rank ahead of the claims of holders of covered bonds and of the counterparties to the relevant derivative agreements, but will, however, be limited to 700 times the standard Norwegian court fee (which at present equals NOK 893,900) in respect of each Cover Pool. Payment of expenses for operation, management recovery and realisation of the Cover Pool may also be demanded before the covered bondholders and counterparties to the relevant derivative agreements receive payment from the Cover Pool.

By virtue of the priority established by the Act, claims of the holders of covered bonds and of the counterparties to the relevant derivative agreements against a Credit Institution which has issued covered bonds will rank ahead of claims of all other creditors of the Credit Institution with respect to the Cover Pool (save for the priority described above granted to a public administration board in respect of fees and expenses).

Pursuant to the Act, loans and receivables included in the Cover Pool may not be assigned, pledged, or made subject to any set-off, attachment, execution or other enforcement proceedings. However, an exemption regarding the prohibition against set-off has been made in relation to derivative agreements, as further described in the Regulations.

### COVER POOL COMPOSITION OF ASSETS

Pursuant to the Legislation, the Cover Pool for covered bonds eligible for the label “European Covered Bond (premium)” (*obligasjoner med fortrinnsrett (premium)*) (such as the Notes) may only consist of assets which fulfil the requirements set forth in Article 129 of the CRR, which include loans secured by

## Summary of the Norwegian Legislation Regarding Covered Bonds

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various types of Mortgages (as defined below), loans granted to or guaranteed by certain governmental bodies (**Public Sector Loans**), receivables in the form of certain derivative agreements and substitution assets.

The Mortgages may include residential mortgages, mortgages over other title documents relating to residence (together with the former, **Residential Mortgages**), mortgages over vacation property (which under the Legislation, as a general rule, shall be treated as Residential Mortgages, as well as mortgages over other real property (**Other Property Mortgages** and, together with the former, **Mortgages**)). The real property and the registered assets which serve as security for the loans included in the Cover Pool must be located in a member state of the EEA.

Public Sector Loans must be either guaranteed or issued by governmental bodies which must meet certain requirements under Article 129 of the CRR.

The main portion of the Cover Pool shall be represented by a certain type of primary cover asset (**Primary Asset**), i.e., the Cover Pool shall primarily consist of one certain category of receivables, e.g., Residential Mortgages, Other Property Mortgages, or Public Sector Loans, deemed as eligible for inclusion in the Cover Pool. Substitution assets shall consist of (i) the cover pool liquidity buffer and (ii) other assets eligible for inclusion in the Cover Pool which are not Primary Assets or eligible derivatives agreements.

The Cover Pool will not contain asset-backed securities that do not comply with Article 80(1) of ECB/2014/60.

### LOAN TO VALUE RATIOS (AND OTHER RESTRICTIONS)

Pursuant to Article 129 of the CRR (as implemented in Norway through the Regulations), when calculating the value of the Cover Pool assets consisting of loans secured by Mortgages, the following loan to value requirements apply:

- (1) Loans secured by Residential Mortgages shall not exceed 80 per cent. of the value of the relevant property, (however for mortgages over vacation properties the loan shall not exceed 60 per cent. of the value of the relevant vacation property); and
- (2) Loans secured by Other Property Mortgages shall not exceed 60 per cent. of the value of the relevant property.

Should a loan secured by Mortgages exceed the relevant ratio, only the part of the loan that falls within the permitted limit may be included in the calculation of the value of the Cover Pool. Consequently, the portion exceeding the relevant ratio may not count towards the 5 per cent. overcollateralisation requirement (as further described below in the section headed "Overcollateralisation").

If the value of a mortgaged property declines significantly after the loan secured by Mortgages has been included in the Cover Pool, this could result in (greater) parts of the relevant loan exceeding the applicable LTV threshold, in which case a lower amount of the loan than at the time of its inclusion in the Cover Pool would be able to count towards the 5 per cent. overcollateralisation requirement.

### OVERCOLLATERALISATION

At the date of this Offering Circular, the Legislation requires that the value of the Cover Pool for credit mortgage institutions (*boligkredittforetak*) at all times must exceed the aggregate value of covered bonds issued by the Credit Institution (taking into account the effects of relevant derivative contracts) (overcollateralisation) by at least 5 per cent. The Norwegian Ministry of Finance is entitled under the Act to pass regulations stipulating the minimum Overcollateralisation.

The calculation of the value of the Cover Pool assets, consisting of loans, and mortgages secured by real estate or other registered assets, is required to be made on a prudent basis, and such prudent value may not exceed the market value of each individual asset. The estimation of the value is required to be made by a competent and independent person (i.e. a person without involvement in the credit granting process) and be documented, and such documentation is required to include information on who performed the calculation and the principles on which the calculation was based. The value of residential real property may, however, be based on generally applicable price levels, when this is considered justifiable based on the market situation.

Defaulted loans shall be disregarded for purposes of the valuation, and loans provided to one single customer, or secured by the same real estate property, shall never count in excess of 5 per cent. of the aggregate balance of a cover pool.

The value of derivative agreements and substitution assets included in the Cover Pool shall be set to by calculating the prudent market value of such assets, as further detailed in the Legislation.

In order to ensure compliance with the abovementioned overcollateralisation requirement, each Credit Institution issuing covered bonds is required to establish systems for continued control of the development of the value of the Cover Pool assets, and to monitor the development of the relevant market situations. If developments in the market situation or in the situation pertaining to an individual asset so warrants, the Credit Institution is required to ensure that a renewed calculation of the value is performed.

### **LIQUIDITY REQUIREMENTS**

The Act requires that the Credit Institution ensures that the cash flow from the Cover Pool at all times is sufficient to enable the Credit Institution to discharge its payment obligations towards the holders of covered bonds and counterparties under related derivative agreements and projected costs related to operating and winding-up of the covered bond programme. The Credit Institution must also establish a cover pool liquidity buffer which shall cover the net outflows over the next 180 days of the covered bond programme. Calculation of the liquidity buffer requirement for covered bonds allowing for maturity extensions may be based on the extended maturity date.

Furthermore, the Credit Institution is required to maintain liquid assets exceeding projected net liquidity outflows over a period of 30 days under stressed conditions under Regulation (EU) 2015/61 (**LCR Regulation**).

The liquidity buffer requirements set forth in the Act and the LCR Regulation are coordinated to avoid covered bond issuers holding duplicate liquidity buffers, as assets included in the cover pool liquidity buffer may be counted towards the LCR Regulation liquidity requirement.

### **COVER POOL MONITOR**

An independent auditor dedicated to monitor the cover pool (the **Cover Pool Monitor**) shall be appointed by the Credit Institution issuing covered bonds, and the Credit Institution shall notify the Norwegian FSA of who it has appointed. The Cover Pool Monitor is required to, amongst other things, monitor the Register, and shall, at least every three months, review compliance with the Act's provisions relating to the Register, such as requirements related to (i) the composition of the Cover Pool, (ii) overcollateralisation, (iii) liquidity, (iv) registration of information in the Register and (v) investor information.

The Credit Institution is required to give the Cover Pool Monitor all relevant information pertaining to its business. The Cover Pool Monitor must be granted access to the Register and may also request additional information. The Cover Pool Monitor shall determine if the requirements of the Act are



complied with. Furthermore, the Cover Pool Monitor shall report its observations and assessments to the Norwegian FSA on a regular basis.

Pursuant to the Regulations, a Credit Institution's external auditor cannot act as the Cover Pool Monitor. The Norwegian FSA has interpreted this prohibition so that it applies to the audit firm, not only a Credit Institution's specific auditor.

### **COVER POOL ADMINISTRATION IN THE EVENT OF PUBLIC ADMINISTRATION**

Credit Institutions experiencing financial difficulties may be placed under public administration if the conditions for resolution are otherwise met but the Ministry of Finance does not consider that resolution would be in the public interest. Public administration requires that the institution's former governing bodies are replaced by a public administration board (the **Board**) which assumes control over the institution. The Board will attempt to either restructure the institution and continue its business, or in absence of viable alternatives liquidate the institution and distribute its assets to the creditors in accordance with ordinary bankruptcy rules and subject to the provisions on preferential rights to the Cover Pool.

Public administration of the Credit Institution does not in itself give the right to accelerate claims.

If a Credit Institution which has issued covered bonds is placed under public administration pursuant to the Act, and the Cover Pool meets the requirements of the Act and the Regulations, the Board shall ensure that, to the extent possible, the holders of covered bonds and counterparties to relevant derivative agreements receive timely payment of their respective claims, such payments being made from the Cover Pool for the duration of the administration of the Credit Institution.

If the Board is unable to make timely payments to the covered bondholders or the counterparties to relevant derivative agreements, the Board must set a date for a halt to payments, and inform interested parties of this as soon as possible. If a halt to payments is initiated, the further administration of the Credit Institution will be conducted in accordance with general Norwegian bankruptcy legislation. The covered bondholders and counterparties to relevant derivative agreements will in such event continue to have a prioritised claim against the Cover Pool. Any residual claims of the covered bondholders and counterparties to related derivative agreements will remain valid claims against the Credit Institution, but will rank *pari passu* with other unsecured and unsubordinated creditors of the Credit Institution.

### **MATURITY EXTENSIONS**

Pursuant to the Legislation, a Credit Institution is permitted to include conditions in the terms of a covered bond contract stating that repayment can be postponed in certain circumstances. An issuer will only be allowed to extend the maturity of covered bonds if it has received approval from the Norwegian FSA to extend the maturity of the covered bonds as a result of (i) either (A) there being, in the opinion of the Norwegian FSA, both (1) reason to assume that the issuer will be placed under resolution in the near future and (2) no reasonable prospect that any other action would prevent the issuer from failing or (B) the Norwegian Ministry of Finance having resolved to place the issuer under resolution or public administration proceedings and (ii) there being, in the opinion of the Norwegian FSA, a reasonable prospect that the issuer's obligations will be met within 12 months. Furthermore, such maturity extension is only allowed provided it does not affect the covered bondholders' order of priority in respect of the Cover Pool.

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# Eika Boligkreditt AS

## HISTORY

Eika Boligkreditt AS was incorporated in Oslo, Norway, as a limited company (*aksjeselskap*), under Norwegian law with registration number 885 621 252 on 24 March 2003 (with an indefinite life). The registered address of the Issuer is Parkveien 61, 0254, Oslo, Norway and its telephone number is +47 22 87 81 00.

The Issuer was formerly known as Terra BoligKreditt AS but changed its name to Eika Boligkreditt AS on 21 March 2013.

On 18 June 2007, the Issuer's articles of association were approved by the Norwegian FSA to enable the Issuer to issue covered bonds in accordance with the Financial Institutions Act. In addition, the Issuer's counterparties under certain derivative contracts are also entitled to rights of priority in relation to the Cover Pool. See "*Summary of the Norwegian Legislation Regarding Covered Bonds*".

## ORGANISATIONAL STRUCTURE

The Issuer is owned by 55 small and medium sized Norwegian local saving banks (the **Eika Boligkreditt Distributors** or **EBKDs**).

The ownership of the Issuer by each individual Eika Boligkreditt Distributor is subject to re-allocation at least annually in accordance with that individual Eika Boligkreditt Distributor's share of the total contributed lending volume of the Issuer (known as "dynamic ownership").

The Issuer utilises services from Eika Gruppen AS and its subsidiaries within areas including, but not limited to, information technology, accounting and human resources.

## BUSINESS OVERVIEW

The business of the Issuer entails the funding of the mortgages generated by the EBKDs in an inexpensive way by issuing covered bonds in the domestic and foreign debt capital markets. The concept is to use the existing retail distribution capabilities of the EBKDs to distribute the mortgages to the EBKDs' existing and new customers. This setup helps the EBKDs to protect their market share by being able to offer their customers a competitive solution for their mortgage needs and eliminates the need for the Issuer to have its own distribution network. At the same time the concept is to offer the investors covered bonds issued by the Issuer with a lower level of risk. This is ensured by issuing Notes under the modern and investor-friendly regulatory framework implemented in Norway and by offering investors additional comfort by limited credit enhancement from the EBKDs that distribute the mortgages – *see paragraph below*.

The EBKDs, which distribute mortgages for the Issuer, sign standardised agreements regulating their rights and obligations. Important in this regard is the fact that the mortgages are legally the Issuer's assets irrespective of whether the relevant EBKD is in financial distress or decides to terminate its relationship with the Issuer. These agreements state that the mortgages will be booked by the Issuer and that the Issuer will invoice the customers and collect payments. The EBKDs are compensated for their distribution of the mortgages by receiving a commission on the outstanding mortgages. This commission receivable is paid quarterly to the EBKDs using the old banking solution, while the EBKDs using the new banking solution are paid monthly (the differences between the old and new banking solutions are described under "*Procedures for late payments*" below). In both cases, payments are subject to the mortgages being current.

The business concept of the Issuer is based on the idea that the Issuer shall be a vehicle for obtaining low cost funding for the EBKDs and not a medium for the transfer of credit risk. To try and avoid a situation where the EBKDs distribute the less creditworthy customers to the Issuer and retain the more creditworthy customers for themselves, the standardised agreement between the Issuer and the EBKDs includes certain measures to hold the distributors responsible for losses on mortgages they have distributed to the Issuer. The EBKDs accordingly have strong incentives to make thorough credit evaluations of their mortgage applicants before distributing them to the Issuer.

Under the standardised agreement, 80 per cent. of any losses, including unpaid interest, on mortgages in the Issuer's portfolio will have to be covered by the EBKDs. Each guarantee from an EBKD will have a floor of NOK 5 million or 100 per cent. of the relevant EBKD's loan portfolio, if this is lower than NOK 5 million. Each guarantee is limited to 1 per cent. of the relevant EBKD's total portfolio distributed to the Issuer. The remaining 20 per cent. of the losses will be covered by a counter-claim on all commission receivables due from the Issuer to each EBKD, limited to a period of up to 12 months after such losses are incurred. The counter-claim against each EBKD will be based on the relevant EBKD's *pro rata* share of the total contributed lending volume of the Issuer.

The guarantee agreements described above provide extra comfort for the Issuer's investors because such agreements are not required for the issuance of covered bonds under Norwegian legislation but act as an extra safety net provided by the EBKDs. However, for the avoidance of doubt, the agreements are between the Issuer and the EBKDs, and the holders of covered bonds have no direct rights against the EBKDs in respect of these agreements.

In accordance with the Act, the Issuer will ensure that the funds related to the Cover Pool will, at all times, be capable of separate identification from the Issuer's other funds within the bank to which the funds related to the Cover Pool are paid (the **Accounts Bank**). In addition, in the event that the unsecured, unsubordinated short-term credit rating of the Accounts Bank falls below Prime -1 by Moody's, the Issuer will also open an account with a bank meeting such requirement and transfer regularly to such suitably rated bank all funds related to the Cover Pool standing to the credit of the Issuer's account with the Accounts Bank.

### **The mortgage process**

The distribution of mortgages is undertaken by the EBKDs that decide whether the mortgage is taken up with the Issuer. This is done by requesting data from the customer and inputting this data into Eika's credit portal. The customer will have to provide verifiable data on income, net worth and tax as well as estimates on the value of the property serving as collateral. As for valuation of properties, the Issuer currently accepts transaction value, assessed value by a licensed real estate broker as well as an assessed value by a certified real estate surveyor and automatic valuation mechanism. The mortgage system checks that the LTV ratio is within the LTV ratio accepted by the Issuer. Furthermore, the mortgage system is linked to an external credit scoring system which checks if the customer in question has an unsatisfactory payment record. If the predefined credit scoring test in the web-based system gives a satisfactory result, the customer is recommended for extension of credit. If the test gives a less convincing result, the mortgage application will be approved only if recommended by senior credit personnel in the relevant EBKD.

By sending the mortgage applications to the Issuer, the EBKDs assume responsibility for the accuracy of all the information given. If the said information proves incorrect, the EBKDs will be liable for any losses the Issuer might suffer from this, as regulated in the agreements between the parties. Furthermore, the EBKDs shall establish separate designated deposits at their premises for the custodianship of loan documentation relating to the mortgages with the Issuer.

The EBKDs need to ensure that their credit processes are in conformity with the regulations set out in the credit handbook maintained by the Issuer which gives extensive guidelines for the lending process

and acceptable lending criteria. If the mortgage application is in accordance with the guidelines in the credit handbook, the application will be automatically approved for disbursement. After the proceeds for the mortgage are transferred, the Issuer's personnel will check the application for any inconsistencies with the lending criteria as defined in the credit handbook. The EBKDs will handle the relationships with the customers, and the mortgage will not be included in the Cover Pool before the lien on the property is established. The customer will subsequently be invoiced on a monthly basis by the Issuer.

### **Procedures for late payments**

By functioning as a local representative, the relevant EBKD is responsible for communicating with customers that default on their mortgage payments. As the majority of the EBKDs migrated to a new core banking solution in 2023, there are now two procedures for handling late payments, with the applicable procedure depending on which core banking solution the EBKD is using.

To the EBKDs that are using the old banking solution, the following procedures apply: when a mortgage is 14 days overdue, the Issuer will send the customer a payment reminder. A copy of this reminder is sent to the EBKD and obliges the EBKD to address the fact that the mortgage is overdue with the relevant customer. A second warning is sent after a period of 28 days. When a mortgage payment is 49 days overdue, the Issuer will send a warning of legal recovery proceedings to the relevant customer. However, if a mortgage remains in arrear 35 days after an instalment due date, the process under the agreements with the EBKDs described below will be initiated. To the EBKDs that are using the new core banking solution, the following procedures apply: the relevant EBKD is responsible for communicating with customers that have loans in arrear, as described above. The EBKDs addresses this according to their own practices. However, if a mortgage remains in arrear 50 days after an instalment due date, the process under the agreements with the EBKDs described below will be initiated.

The EBKD is in such situations requested to pay the total outstanding amount and overdue instalment, including accrued interest and charges, to the Issuer, and assume the right and obligations of the Issuer under the loan agreement (assignment at a purchase price corresponding to outstanding mortgage amount including accrued interest). If the EBKD decides not to purchase the mortgage from the Issuer, normal foreclosure procedures will commence and the EBKD is liable for the guarantee amounts pursuant to the standardised agreements discussed above.

### **Risk management**

The credit risks inherent in the mortgage portfolio are mitigated by strict application of the lending criteria and credit process rules described above. In addition, the Issuer evaluates the portfolio regularly in terms of having an appropriate geographical diversification.

Liquidity risk is limited due to the Issuer's status as a covered bond issuer, limiting the refinancing risk. Ample liquidity reserves are held by investing in marketable securities and bank deposits within the conservative Norwegian legal framework for investing in substitution assets. In the unlikely event of financial distress and default of the Issuer, the liquidity risk will still be limited as post default refinancing by issuing new covered bonds is eligible under the Norwegian covered bond legislation.

Interest rate risk is limited by the fact that most mortgages are floating rate and matched by floating rate funding. Bond issues at fixed rate are swapped into floating rate to match a primarily floating rate mortgage portfolio. Mortgages at fixed rates are routinely matched by entering into fixed rate interest rate swaps. Counterparty risk is limited as the same conservative Norwegian legal credit framework for investing in substitution assets applies to counterparties. Additionally, counterparties must post collateral if downgraded to an unacceptable rating level and cannot terminate performance of derivative contracts even under issuer default.

The Issuer will have virtually no currency risk in accordance with Norwegian covered bond legislation. All bond issues and investments in substitution assets denominated in foreign currencies will be fully swapped into NOK unless hedged by other positions.

Risk from other activities is limited as the Issuer is a specialist lender whose by-laws and the Norwegian covered bond legislation limit the activity to mortgage lending to the retail market, funding the activities primarily by issuing covered bonds.

There are risks for Noteholders related to the competitive position of the Issuer. If competitors undercut prices offered to retail customers significantly over a longer period, the Issuer might lose market share and over time have too low average yield on assets to effectively service the Notes issued.

The EBKDs have entered into a Note Purchase Agreement (**NPA**) with the Issuer and a Shareholders Agreement (**SA**) with the Issuer and Eika Gruppen AS to ensure that the Issuer is liquid and sufficiently capitalised at all times.

Under the NPA, if the Issuer determines that there would be (or is reasonably likely to be) insufficient funds available to pay the Final Redemption Amount of any Notes issued under the Programme when due (taking into consideration each related swap agreement), the Issuer may sell to the relevant EBKD, and the relevant EBKD shall purchase, covered bonds issued by the Issuer in order to provide sufficient liquidity to cover any such shortfall. The commitment of each Eika Boligkreditt Distributor in respect of any such issue of covered bonds under the NPA will be based on the relevant Eika Boligkreditt Distributor's *pro rata* share of the total contributed lending volume of the Issuer (such amount to be adjusted quarterly for the purposes of the NPA). The maximum aggregate nominal amount of covered bonds that the Issuer may require the EBKDs to purchase pursuant to the NPA is limited to 20 per cent. of the aggregate nominal amount of covered bonds outstanding under the Programme from time to time.

The SA regulates the relationship between the EBKDs and the Issuer, and between the EBKDs as the Issuer's shareholders, and is structured to ensure that the Issuer will maintain its capital adequacy ratio at all times. Under the SA, the EBKDs are obligated to each pay a *pro rata* share of any capital increase adopted at the Issuer's general meeting and to subscribe for a *pro rata* share of any instruments to be issued by the Issuer for the purpose of maintaining its capital adequacy ratio.

## MANAGEMENT

The senior management of the Issuer, their functions in relation to the Issuer and background are as follows:

*Odd Arne Pedersen*

CEO

MBA General, BI Norwegian School of Management

MBA Finance NHH Norwegian School of Economics and Business Administration. CEFA, EFFAS  
European Federation of Financial Analysts Societies

Authorised Stock Broker, The Banking, Insurance and Securities Commission of Norway

Previous Experience: Terra Fondsforsvaltning AS, CEO, Terra Markets AS, CEO, Terra Securities  
ASA, CEO, Fearnley Fonds AS, Bond broker, DNH AS, Financial Consultant

Employed since March 2008

*Anders Mathisen*

Deputy CEO and CFO

MBE, BI Norwegian Business School, CFA, AFR

Previous Experience: Eika Kapitalforvaltning/Fondsforsvaltning, CEO, SEB, Client Executive  
Institutions, Norges Bank, Portfolio Manager

Employed since September 2012

The business address of each of the senior managers of the Issuer is Eika Boligkreditt AS, Parkveien 61, 0254, Oslo, Norway.

There are no conflicts of interest between any duties of the senior managers to the Issuer and their private interests or duties.

## **BOARD OF DIRECTORS**

The Issuer has a Board of Directors which is responsible for the administration and operations of the Issuer. In accordance with the Articles of Association of the Issuer, the Board of Directors has a minimum of five and a maximum of six members.

The Board of Directors consists of:

### *Rune Iversen*

Chairman of the Board

BSc BI, Master of Management BI

Current position: CEO, Marker Sparebank

Previous experience: Marker Sparebank – head of sales and products, Trøgstad Sparebank – CEO

Member of the Board since 2018, Chairman from 2024

### *Geir Magne Tjøland*

Deputy Chairman of the Board

Siviløkonom/MBA Finans, Handelshøyskolen BI

Current position: CEO Jæren Sparebank

Previous experience: Lyse AS – Time Sparebank (today part of Jæren Sparebank) – Sandnes Sparebank

Member of the Board since 2024

### *Terje Svendsen*

Member of the Board

Siviløkonom, NHH (Norwegian School of Economics)

Current position: Consultant, Tercon AS

Previous experience: Norges Fotballforbund – President, Fokus Bank – Deputy CEO, Fokus Bank – CFO

Member of the Board since 2011

### *Gro F. Skårsmoen*

Member of the Board

Siviløkonom, NHH (Norwegian School of Economics)

Current position: CEO, Opdals Sparebank (Oppdalsbanken)

Previous experience: Price Waterhouse – senior auditor, Elkem – Group Chief Accounting Officer, Norsk Hydro – HR and Group Accounting, Coop Oppdal – CFO, Oppdal Booking – CFO, Oppdalsbanken – CFO

Member of the Board since 2020

### *Lena Jørundland*

Member of the Board

MSc business economics (University of Agder). Solstrand Programme (AFF/ Norwegian School of Economics (NHH))

Current position: CEO, Bien Sparebank ASA

Previous experience: Acta Sundal Collier – Investment Advisor

Member of the Board since 2023

*Kristin Stenfeldt-Foss*

Member of the Board

Siviløkonom, NHH (Norwegian School of Economics)

Current Position: Head Advisor, Statskraft AS

Previous experience: Dyno Industrier ASA – Vest-Agder Energiverk AS

Member of the Board since 2024

The business address of each of the members of the Board of Directors is Eika Boligkreditt AS, Parkveien 61, 0254, Oslo, Norway.

There are no conflicts of interest between any duties of the members of the Board of Directors to the Issuer and their private interest or duties.

### **MATERIAL CONTRACTS**

The Issuer has not entered into any material contracts outside the ordinary course of its business.

### **RECENT DEVELOPMENTS**

There have been no events since 31 December 2023 which are particular to the Issuer and which are to a material extent relevant to the evaluation of the Issuer's solvency.

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## Summary of the Swap Agreements

### CURRENCY SWAP AGREEMENTS

The Issuer will enter into currency swaps from time to time with Currency Swap Providers by executing ISDA Master Agreements (including schedules, confirmations and, in each case, a credit support annex) (each such agreement, a **Currency Swap Agreement** and each of the transactions thereunder, a **Currency Swap**), in order to hedge currency risks arising between (a) Covered Bonds issued in currencies other than NOK and (b) assets forming part of the Cover Pool but denominated in NOK, subject always to the requirements as referred to in “*Summary of the Norwegian Legislation Regarding Covered Bonds*” above.

#### Ratings downgrade

Under each of the Currency Swap Agreements, in the event that the relevant rating(s) of a Currency Swap Provider are downgraded by a rating agency below the rating(s) specified in the relevant Currency Swap Agreement (in accordance with the requirements of the rating agencies) for such Currency Swap Provider, the relevant Currency Swap Provider will, in accordance with the relevant Currency Swap Agreement, be required to take certain remedial measures which may include providing additional collateral for its obligations under the relevant Currency Swap, arranging for its obligations under the relevant Currency Swap to be transferred to an entity with rating(s) required by the relevant rating agency as specified in the relevant Currency Swap Agreement (in accordance with the requirements of the relevant rating agency), procuring another entity with rating(s) required by the relevant rating agency as specified in the relevant Currency Swap Agreement (in accordance with the requirements of the relevant rating agency) to become a co-obligor or guarantor, as applicable, in respect of its obligations under the relevant Currency Swap or taking some other action as it may agree with the relevant rating agency.

#### Termination events

The Currency Swap Agreements will or may be terminated under certain circumstances, including the following:

- at the option of one party to the relevant Currency Swap Agreement, if there is a failure by the other party to pay any amounts due under that Currency Swap Agreement and any applicable grace period has expired;
- at the option of the Issuer, upon the occurrence of an insolvency of the relevant Currency Swap Provider or its guarantor, or the merger of the relevant Currency Swap Provider without an assumption of its obligations under the relevant Currency Swap Agreement, or if a material misrepresentation is made by the relevant Currency Swap Provider under the Currency Swap Agreement, or if the relevant Currency Swap Provider defaults under an over-the-counter derivatives transaction under another agreement between the Issuer and such Currency Swap Provider or if a breach of a provision of the relevant Currency Swap Agreement by the Currency Swap Provider is not remedied within the applicable grace period;
- if a change in law results in the obligations of one party becoming illegal or if a *force majeure* event occurs;
- if withholding taxes are imposed on payments by the Issuer or by the relevant Currency Swap Provider under the relevant Currency Swap Agreement due to a change in law; and



## Summary of the Swap Agreements

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- if the relevant Currency Swap Provider or its guarantor, as applicable, is downgraded and fails to comply with the requirements of the ratings downgrade provisions contained in the relevant Currency Swap Agreement and described under “*Currency Swap Agreements – Ratings downgrade*” above.

Upon the occurrence of a swap early termination event, the Issuer or the relevant Currency Swap Provider may be liable to make a termination payment to the other. The amount of any termination payment will be based on a good faith determination of total losses and costs (or gains) as to entering into a swap with terms and conditions that would have the effect of preserving the economic equivalent of the respective full payment obligations of the parties (which may be determined following consideration of quotations sought from leading dealers, relevant market data and information from internal sources), and will include any unpaid amounts that became due and payable prior to termination. Any such termination payment could be substantial and may affect the funds available to pay amounts due to the Noteholders.

Noteholders will not receive extra amounts (over and above interest and principal payable on the Covered Bonds) as a result of the Issuer receiving a termination payment from a Currency Swap Provider.

### Transfer

Each Currency Swap Provider may, subject to certain conditions specified in the relevant Currency Swap Agreement, transfer its obligations under any Currency Swap to another entity.

### Taxation

Either party may be obliged to gross up payments made by it to the other party if withholding taxes are imposed on payments made under a Currency Swap. However, if, due to a change in law, either the Issuer or the Currency Swap Provider is required to gross up a payment under a Currency Swap or to receive a payment under a Currency Swap from which an amount has been deducted or withheld, either the Issuer or the relevant Currency Swap Provider, as the case may be, may terminate the relevant Currency Swap.

The Currency Swap Agreements will be governed by English law.

The Currency Swap Provider will rank *pari passu* with the Noteholders in respect of their claims against the Issuer in respect of assets registered to the Cover Pool.

## INTEREST RATE SWAP AGREEMENTS

The Issuer may also, from time to time, enter into additional interest rate swaps with Interest Rate Swap Providers by executing an ISDA Master Agreement (including schedules, confirmations and, in each case, a credit support annex) (each such agreement, an **Interest Rate Swap Agreement** and each of the transactions thereunder, an **Interest Rate Swap**), in order to hedge the Issuer’s interest rate risks in NOK and/or other currencies to the extent that these have not already been hedged by the Currency Swap, subject always to the requirements as referred to in “*Summary of the Norwegian Legislation Regarding Covered Bonds*”.

### Ratings downgrade

Under each of the Interest Rate Swap Agreements, in the event that the relevant rating(s) of an Interest Rate Swap Provider are downgraded by a rating agency below the rating(s) specified in the relevant Interest Rate Swap Agreement (in accordance with the requirements of the rating agencies) for such Interest Rate Swap Provider, the relevant Interest Rate Swap Provider will, in accordance with the

## Summary of the Swap Agreements

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relevant Interest Rate Swap Agreement, be required to take certain remedial measures which may include providing additional collateral for its obligations under the relevant Interest Rate Swap, arranging for its obligations under the relevant Interest Rate Swap to be transferred to an entity with rating(s) as specified in the relevant Interest Rate Swap Agreement (in accordance with the requirements of the relevant rating agency), procuring another entity with rating(s) as specified in the relevant Interest Rate Swap Agreement (in accordance with the requirements of the relevant rating agency) to become a co-obligor or guarantor, as applicable, in respect of its obligations under the relevant Interest Rate Swap.

### Termination events

The Interest Rate Swap Agreements will or may be terminated under certain circumstances, including the following:

- at the option of one party to the relevant Interest Rate Swap Agreement, if there is a failure by the other party to pay any amounts due under that Interest Rate Swap Agreement and any applicable grace period has expired;
- at the option of the Issuer, upon the occurrence of an insolvency of the relevant Interest Rate Swap Provider or its guarantor, or the merger of the relevant Interest Rate Swap Provider without an assumption of its obligations under the relevant Interest Rate Swap Agreement, or if a material misrepresentation is made by the relevant Interest Rate Swap Provider under the Interest Rate Swap Agreement, or if the relevant Interest Rate Swap Provider defaults under an over-the-counter derivatives transaction under another agreement between the Issuer and such Interest Rate Swap Provider or if a breach of a provision of the relevant Interest Rate Swap Agreement by the Interest Rate Swap Provider is not remedied within the applicable grace period;
- if a change in law results in the obligations of one party becoming illegal or if a *force majeure* event occurs;
- if withholding taxes are imposed on payments by the Issuer or by the relevant Interest Rate Swap Provider under the relevant Interest Rate Swap Agreement due to a change in law; and
- if the relevant Interest Rate Swap Provider, or its guarantor, as applicable, is downgraded and fails to comply with the requirements of the ratings downgrade provisions contained in the relevant Interest Rate Swap Agreement and described above under “*Ratings downgrade*” above.

Upon the occurrence of a swap early termination event, the Issuer or the relevant Interest Rate Swap Provider may be liable to make a termination payment to the other. The amount of any termination payment will be based on a good faith determination of total losses and costs (or gains) as to entering into a swap with terms and conditions that would have the effect of preserving the economic equivalent of the respective full payment obligations of the parties (which may be determined following consideration of quotations sought from leading dealers, relevant market data and information from internal sources), and will include any unpaid amounts that became due and payable prior to termination. Any such termination payment could be substantial and may affect the funds available to pay amounts due to the Noteholders.

Noteholders will not receive extra amounts (over and above interest and principal payable on the Covered Bonds) as a result of the Issuer receiving a termination payment from an Interest Rate Swap Provider.

### **Transfer**

Each Interest Rate Swap Provider may, subject to certain conditions specified in the relevant Interest Rate Swap Agreement, transfer its obligations under any Interest Rate Swap to another entity.

### **Taxation**

Either party may be obliged to gross up payments made by it to the other party if withholding taxes are imposed on payments made under an Interest Rate Swap. However, if, due to a change in law, either the Issuer or the Interest Rate Swap Provider is required to gross up a payment under an Interest Rate Swap or to receive a payment under an Interest Rate Swap from which an amount has been deducted or withheld, either the Issuer or the relevant Interest Rate Swap Provider, as the case may be, may terminate the relevant Interest Rate Swaps.

The Interest Rate Swap Agreements will be governed by English law.

The Interest Rate Swap Providers will rank *pari passu* with the Noteholders in respect of their claims against the Issuer in respect of assets registered to the Cover Pool.

Where the Issuer enters into interest rate swap transactions and/or currency swap transactions with the same counterparty these may be entered into under the same ISDA Master Agreement.

### **ELIGIBILITY CRITERIA FOR SWAP PROVIDERS**

The Issuer will only enter into swaps with entities which are “eligible counterparties” (*kvalifiserte motparter*) for the purposes of the Norwegian Securities Trading Act.

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## Book entry clearing in respect of VPS Notes

*The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of the clearing systems currently in effect. The information in this section concerning the clearing systems has been obtained from sources that the Issuer believes to be reliable, but neither the Issuer nor any Dealer takes any responsibility for the accuracy thereof. Investors wishing to use the facilities of any of the clearing systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant clearing system. Neither the Issuer, nor any other party to the Agency Agreement 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 Notes held through the facilities of any clearing system or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.*

### EURONEXT VPS

Euronext VPS (formally named *Verdipapirsentralen ASA* and trading as *Euronext Securities Oslo*) is a Norwegian public limited liability company authorised by the Norwegian FSA as a central securities depository under the CSD Act, which implements CSDR into Norwegian law, and is licensed to register financial instruments in accordance with the CSD Act and CSDR.

The CSD Act requires that, among other things, all Norwegian notes and bonds shall be initially recorded with Euronext VPS or in another central securities depository which is properly authorised or recognised in Norway as being entitled to register such notes and bonds pursuant to CSDR and the CSD Act (the **VPS Securities**). However, this recording requirement does not apply to notes and bonds issued outside of Norway and which are either (i) denominated in Norwegian Kroner with subscription limited to non-Norwegian residents only or (ii) denominated in a currency other than Norwegian Kroner.

Euronext VPS is a paperless central securities depository and therefore, registration of ownership, transfer and other rights to financial instruments are evidenced by book entries in the registry. Any issuer of VPS Securities will be required to have an account (issuer's account) where all the VPS Securities are recorded and registered information about such VPS Securities are kept up-to-date, and each holder is required to have their own account (investor's account) showing such person's holding of VPS Securities at any time. Both the Issuer and the VPS Noteholder will, for the purposes of registration in Euronext VPS, have to appoint an account operator which will normally be a Norwegian bank or Norwegian investment firm.

VPS Noteholders may hold VPS Notes either (i) directly in an investor's account or (ii) in a nominee account with a nominee meeting the requirements in Section 4-3, paragraph 1 of the CSD Act or having been approved by the Norwegian FSA pursuant to Section 4-3, paragraph 3 of the CSD Act.

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## **Taxation**

**The following is a general description of certain Norwegian tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes. Prospective purchasers of Notes should consult their tax advisers as to the consequences under the tax laws of the country of which they are resident for tax purposes and the tax laws of Norway of acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes. This summary is based upon the law as in effect on the date of this Offering Circular and is subject to any change in law that may take effect after such date.**

### *Non-resident holders of Notes*

#### **Taxation on Interest**

Interest paid to a non-resident holder of Notes will not be subject to Norwegian income tax. Such holder of Notes may, however, be subject to taxation if the holding of Notes is effectively connected with a business carried on by the holder of Notes in Norway. Such tax liability may be modified through an applicable tax treaty.

Norway levies withholding tax at a rate of 15 per cent. for certain interest payments from Norway. However, the withholding obligation applies only to interest payments made to related parties of the debtor who are resident in low tax jurisdictions, i.e. where the tax is less than two thirds of the tax imposed on the holder of Notes, if it had been resident in Norway. Withholding tax will in any case not apply if the recipient is deemed to be genuinely established and to carry on genuine economic activity in an EEA country. Due to the Issuer's constitution as a credit institution wholly owned by Norwegian savings banks and the fact that the Issuer does not have any ownership in non-Norwegian subsidiaries, the Issuer does not expect the withholding tax rules to apply to interest payments on the Notes issued by the Issuer.

#### **Taxation of Capital Gains**

A non-resident holder of Notes is not taxed in Norway on gains derived from the sale, disposal or redemption of the Notes. Such holder of Notes may, however, be subject to taxation if the holding of Notes is effectively connected with a business carried on by the holder of Notes in Norway. Such tax liability may be modified through an applicable tax treaty.

#### **Wealth Tax**

Norway does not levy any property tax or similar taxes on the Notes.

An individual non-resident holder of Notes is not subject to wealth tax, unless the holding of Notes is effectively connected with a business carried on by the holder of Notes in Norway or managed from Norway. Such tax liability may be modified through an applicable tax treaty.

#### **Transfer Tax**

There is currently no Norwegian transfer tax on the transfer of Notes.

### *Norwegian tax resident holders of Notes*

#### **Taxation of interest**

For both corporate and individual holders of Notes who are residents of Norway for tax purposes (**Norwegian Holders**), interest on bonds (such as the Notes) is taxable as “ordinary income” subject to tax at a flat rate of currently 22 per cent. in the year of accrual. For financial service companies subject to the Norwegian financial tax (e.g. banks, insurance companies, investment companies etc.) the tax rate for “ordinary income” is 25 per cent. For taxpayers with a statutory obligation to keep accounting records, interest is taxed on an accrual basis (i.e. regardless of when the interest is actually paid). For taxpayers without a statutory obligation to keep accounting records, accrued interest is, as a general rule, taxed when the interest is actually paid.

For Norwegian Holders holding Notes issued with a discount (compared to the nominal value) such discount will be taxed in the year of the realisation of the Notes.

If the Notes are not listed in a regulated market within six months following issuance, Norwegian Holders who are individuals resident in Norway for tax purposes will be subject to additional Norwegian taxes on the interest received at a flat tax rate of currently 22 per cent. The basis for the additional tax is equal to the interest accrued on the Notes reduced by the tax rate of 22 per cent. and less a risk free interest rate (“*skjermingsfradrag*”). The risk free interest rate is determined by the Norwegian Directorate of Taxes based on the interest rate published by Norges Bank on a bi-monthly basis. The basis for the taxable income is subject to an upwards adjustment factor of currently 1.72.

Any interest received in foreign currency is converted to Norwegian kroner when calculating the taxable interest income.

#### **Taxation of capital gains**

Redemption of the Notes, as well as prior disposal of the Notes, is treated as a realisation of such Notes and will trigger a capital gain or loss for Norwegian Holders under Norwegian tax law. Capital gains will be taxable as “ordinary income”, subject to the flat rate of 22 per cent. (25 per cent. for financial service companies). Losses will be deductible from a Norwegian holder’s “ordinary income”, which is taxed at the same rate. Any capital gain or loss is calculated for each Note, and is computed as the difference between the amount received by the Norwegian holder of Notes on realisation and the cost price of the Notes. The cost price is equal to the price for which the Norwegian holder acquired the Notes, including costs incurred in connection with the acquisition and realisation of the Notes. Any gain received in foreign currency when realising Notes is converted to Norwegian kroner when calculating the taxable gain.

#### **Net wealth taxation**

The value of the Notes held by a Norwegian holder who is an individual at the end of each income year will be included in the computation of his/her taxable net wealth for municipal and state net wealth tax purposes. Under Norwegian tax law, listed notes are valued at their listed value on 1 January in the relevant assessment year (i.e. the year following the relevant fiscal year). The marginal rate of net wealth tax is 1 per cent. for net worth above a minimum threshold of NOK 1,700,000 and 1.1 per cent. for net worth above a minimum threshold of NOK 20,000,000.

Limited liability companies and certain similar entities are exempt from net wealth tax.

### Transfer taxes etc. and VAT

No transfer taxes, stamp duty or similar taxes are currently imposed in Norway on purchase, disposal or redemption of securities such as the Notes. Furthermore, there will be no VAT payable in Norway on the transfer of the Notes.

### THE PROPOSED FINANCIAL TRANSACTIONS TAX

On 14 February 2013, the European Commission published a proposal (the **Commission's Proposal**) for a Directive for a common financial transactions tax (**FTT**) in the participating Member States (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 the Notes (including secondary market transactions) in certain circumstances. Primary market transactions described in Article 5(c) of Regulation (EC) No. 1287/2006 are 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 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 the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear.

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

### FOREIGN ACCOUNT TAX COMPLIANCE ACT

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a **foreign financial institution** (as defined by FATCA) may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting or related requirements. The issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including Norway) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are published generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date. However, if additional Notes (as described under "*Terms and Conditions of the Notes other than VPS Notes — Further Issues*" and "*Terms and Conditions of the VPS Notes — Further Issues*") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as

## **Taxation**

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subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.



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## Subscription and Sale

The Dealers have, in a programme agreement (such Programme Agreement as modified and/or supplemented and/or restated from time to time, the **Programme Agreement**) dated 17 October 2024, 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 will extend to those matters stated under “*Form of the Notes*”, “*Terms and Conditions of the Notes other than VPS Notes*” and “*Terms and Conditions of the VPS Notes*”. In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

### UNITED STATES

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

The Notes 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. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder. The applicable Final Terms (or Pricing Supplement, in the case of Exempt Notes) will identify whether TEFRA C rules or TEFRA D rules or TEFRA D (Swiss practice) rules apply or whether TEFRA is not applicable.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any 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.

### PROHIBITION OF SALES TO EEA RETAIL INVESTORS

Unless the Final Terms in respect of any Notes (or Pricing Supplement, in the case of any Exempt Notes) specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering

## Subscription and Sale

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Circular as completed by the Final Terms (or Pricing Supplement, as the case may be) in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or
  - (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes (or Pricing Supplement, in the case of any Exempt Notes) specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, in relation to each 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 it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Final Terms (or Pricing Supplement, as the case may be) in relation thereto to the public in that Member State, except that it may make an offer of such Notes to the public in that Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in paragraphs (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this selling restriction entitled “*Prohibition of Sales to EEA Retail Investors*”, the expression an **offer of Notes to the public** in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression **Prospectus Regulation** means Regulation (EU) 2017/1129.

## UNITED KINGDOM

### *Prohibition of Sales to UK Retail Investors*

Unless the Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) specifies “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make

## Subscription and Sale

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available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Final Terms (or Pricing Supplement, as the case may be) in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or more) of the following:
  - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); or
  - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
  - (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) specifies “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Final Terms (or Pricing Supplement, as the case may be) in relation thereto to the public in the United Kingdom except that it may make an offer of such Notes to the public in the United Kingdom:

- (a) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Section 86 of the FSMA,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this selling restriction entitled “*Prohibition of Sales to UK Retail Investors*”, the expression an **offer of Notes to the public** in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression **UK Prospectus Regulation** means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

### *Other regulatory restrictions*

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 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.

### **SINGAPORE**

If the Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) specifies “Singapore Sales to Institutional Investors and Accredited Investors only” as “Applicable”, each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore (the **MAS**). 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 Offering Circular 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.

If the Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) specifies “Singapore Sales to Institutional Investors and Accredited Investors only” as “Not Applicable”, each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Offering Circular has not been registered as a prospectus with the MAS. 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 Offering Circular 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 SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person

## Subscription and Sale

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pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

### 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 **FIEA**) and 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, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

### 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 (or Pricing Supplement, in the case of Exempt Notes), 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, 2<sup>o</sup> 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.

### NORWAY

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that, unless the Issuer has confirmed in writing to each Dealer that this Offering Circular has been filed with the Norwegian FSA, it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Norway or to residents of Norway except:

- (a) in respect of an offer of Notes addressed to investors subject to a minimum purchase of Notes for a total consideration of not less than €100,000 per investor, or in respect of Notes whose denomination per unit amounts to at least €100,000;
- (b) to “professional investors” (*profesjonelle kunder*) as defined in Section 10-6 of the Norwegian Securities Trading Act of 29 June 2007 no.75;
- (c) to fewer than 150 natural or legal persons (other than “professional investors” as defined in Section 10-6 of the Norwegian Securities Trading Act of 29 June 2007 no.75), subject to obtaining the prior consent of the relevant Dealer or Dealers for any such offer; or
- (d) in any other circumstances provided that no other such offer of Notes shall result in a requirement for the registration or the publication by the Issuer of a prospectus pursuant to the Norwegian Securities Trading Act of 29 June 2007 no. 75.

The Notes shall be initially recorded with the Norwegian Central Securities Depository (formally named *Verdipapirsentralen ASA* and trading as *Euronext Securities Oslo*) or another central securities

## Subscription and Sale

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depository which is properly authorised or recognised in Norway as being entitled to register the Notes pursuant to the Norwegian Central Securities Depository Act 2019 and Regulation (EU) No 909/2014. However, this registration requirement does not apply if either (i) the Notes are denominated in NOK and offered or sold outside of Norway to non-Norwegian residents only, or (ii) the Notes are denominated in a currency other than NOK and offered or sold outside of Norway. See also the selling restriction “*Prohibition of Sales to EEA Retail Investors*” above.

### GENERAL

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Offering Circular and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

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## General Information

### AUTHORISATION

The update of the Programme and the issue of Notes have been duly authorised by a resolution of the Board of Directors of the Issuer dated 15 May 2024.

### LISTING OF NOTES

The admission of Notes to the Official List will be expressed as a percentage of their nominal amount (excluding accrued interest). It is expected that each Tranche of Notes which is to be admitted to the Official List and to trading on the Regulated Market will be admitted separately as and when issued, subject only to the issue of a Global Note or Notes initially representing the Notes of such Tranche. Application has been made to Euronext Dublin for Notes issued under the Programme to be admitted to the Official List and trading on the Regulated Market. The approval of the Programme in respect of Notes is expected to be granted on or around 17 October 2024.

### DOCUMENTS AVAILABLE

For the period of 12 months following the date of this Offering Circular, copies of the following documents will, when published, be available for inspection from the registered office of the Issuer and from [www.eikbol.no](http://www.eikbol.no):

- (a) the constitutional documents (with an accurate and direct English translation thereof) of the Issuer;
- (b) the Agency Agreement, the Deed of Covenant and the forms of the Global Notes, the Notes in definitive form, the Coupons and the Talons;
- (c) a copy of this Offering Circular; and
- (d) any future offering circulars, prospectuses, information memoranda, supplements, Final Terms and Pricing Supplements (save that Pricing Supplements will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer and the relevant Paying Agent as to its holding of Notes and identity) to this Offering Circular and any other documents incorporated herein or therein by reference.

### CLEARING SYSTEMS

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records) or, in the case of Notes denominated in Swiss francs, offered to the public in Switzerland, through the Intermediary.

The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Notes). If the Notes are to clear through an additional or alternative clearing system (including the Intermediary or Euronext VPS) the appropriate information will be specified in the applicable Final Terms or Pricing Supplement. Euroclear, Clearstream, Luxembourg, the Intermediary and Euronext VPS are the entities in charge of keeping the records.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1 855

## **General Information**

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Luxembourg. The address of SIS (in its capacity as the Intermediary) is Baslerstrasse 100, CH-4601 Olten, Switzerland and the address of Euronext VPS is Tollbugata 2, 0152 Oslo, Norway.

### **CONDITIONS FOR DETERMINING PRICE**

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.

### **SIGNIFICANT OR MATERIAL CHANGE**

There has been no significant change in the financial performance or position of the Issuer since 30 June 2024 and there has been no material adverse change in the prospects of the Issuer since 31 December 2023.

### **LITIGATION**

There are no, and have not been any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Issuer. **AUDITORS**

The auditors of the Issuer are Deloitte AS (the **Auditors**), a member of the Norwegian Institute of Public Accountants (*Den norske Revisorforening*), who have audited the Issuer's accounts, without qualification, in accordance with generally accepted auditing standards in Norway for each of the two financial years ended on 31 December 2022 and 31 December 2023, respectively. The Auditors have no material interest in the Issuer.

### **POST-ISSUANCE INFORMATION**

The Issuer does not intend to provide any post-issuance information in relation to any issues of Note.

### **DEALERS TRANSACTING WITH THE ISSUER**

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to, the Issuer and its affiliates in the ordinary course of business.

### **INDICATIVE YIELD FOR FIXED RATE NOTES**

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

### **IRISH LISTING AGENT**

Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in relation to the Notes and is not itself seeking admission of the Notes to the Official List or to trading on the Regulated Market for the purposes of the Prospectus Regulation.



**ISSUER**

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**VPS AGENT**

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0191 Oslo  
Norway

**VPS TRUSTEE**

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Norway

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**AUDITORS**

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0213 Oslo  
Norway

## **DEALERS**

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Kaiserstraße 16 (Kaiserplatz)  
60311 Frankfurt am Main  
Federal Republic of Germany

ING Bank N.V.  
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The Netherlands

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75013 Paris  
France

UBS Europe SE  
Bockenheimer Landstraße 2-4  
60306 Frankfurt am Main  
Federal Republic of Germany

## **LISTING AGENT**

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Ireland