

This Base Prospectus was approved by the Swedish Financial Supervision Authority on 31 May 2024. The Base Prospectus is valid for a period of twelve months after the date of the approval, provided that it is completed by any supplement required pursuant to Article 23 in the Prospectus Regulation (EU) 2017/1129. The obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Base Prospectus is no longer valid.

**NO
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NOBA BANK GROUP AB (PUBL)

Base Prospectus for SEK 5,000,000,000 Swedish Medium Term Note Programme

Arranger

Danske Bank A/S, Danmark, Sverige Filial

Dealers

Carnegie Investment Bank AB (publ)

Nordea Bank Abp

Swedbank AB (publ)

Danske Bank A/S, Danmark, Sverige Filial

Skandinaviska Enskilda Banken AB (publ)

Important information

In this base prospectus (the “**Base Prospectus**”), the “**Issuer**” or “**NOBA**” means NOBA Bank Group AB (publ), Swedish Reg. No. 556647-7286 and the “**Group**” means the Issuer and its subsidiaries from time to time. “**NOBA**” means the Issuer and/or the Group, as applicable. “**EUR**” refers to Euro, “**NOK**” refers to Norwegian kroner and “**SEK**” refers to Swedish kronor. “**M**” refers to million(s) and “**bn**” refers to billion(s).

Words and expressions defined in the general terms and conditions for medium term notes (the “**General Terms and Conditions**”) beginning on page 27, and, as the case may be, in the final terms, the form of which begin on page 50 (the “**Final Terms**”) have the same meanings when used in this Base Prospectus, unless expressly stated or otherwise follows from the context.

Notice to investors

This Base Prospectus has been prepared by the Issuer and contains information about its Swedish medium term note programme (the “**Programme**”). The Programme has been established by the Issuer to constitute a framework under which the Issuer from time to time may issue medium term notes (“**Notes**”) in SEK, NOK and EUR, in a minimum Nominal Amount of EUR 100,000 (or the SEK or NOK equivalent) and with a minimum term of one year. Notes can be either Senior Notes, Subordinated Notes, Senior Preferred Notes or Senior Non-Preferred Notes (as defined in the General Terms and Conditions and as specified in the relevant Final Terms). The Issuer has undertaken towards Danske Bank A/S, Danmark, Sverige Filial, Carnegie Investment Bank AB (publ), Nordea Bank Abp, Skandinaviska Enskilda Banken AB (publ) and Swedbank AB (publ) (the “**Dealers**”) that the total outstanding Nominal Amount of Notes under the Programme shall not exceed SEK 5,000,000,000 at any time. The Issuer and the Dealers may agree to increase or decrease such amount.

No person has been authorised to provide any information or make any statements other than those contained in this Base Prospectus. Should such information or statements nevertheless be furnished, it/they must not be relied upon as having been authorised or approved by the Issuer and the Issuer assumes no responsibility for such information or statements. Neither the publication of this Base Prospectus nor the offering, sale or delivery of any Note implies that the information in this Base Prospectus is correct and current as at any date other than the date of this Base Prospectus or that there have not been any changes in the Issuer’s or the Group’s business since the date of this Base Prospectus. If the information in this Base Prospectus becomes subject to any material change, such material change will be made public in accordance with the provisions governing the publication of supplements to prospectuses in Regulation (EU) 2017/1129 of the European Parliament and the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (the “**Prospectus Regulation**”).

This Base Prospectus is governed by Swedish law. The courts of Sweden have exclusive jurisdiction to settle any dispute arising out of or in connection with this Base Prospectus.

This Base Prospectus may not be distributed in any jurisdiction where such distribution would require any additional prospectus, registration or measures other than those required under Swedish law, or otherwise would conflict with regulations in such jurisdiction. Persons into whose possession this Base Prospectus may come are required to inform themselves about, and comply with such restrictions. Any failure to comply with such restrictions may result in a violation of applicable securities regulations. Subject to certain exemptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons. Notes have not been, and will not be, registered under the United States Securities Act of 1933 or the securities laws of any state or other jurisdiction outside Sweden. Notes may not be offered, sold or delivered directly or indirectly in Norway, unless in compliance with the Prospectus Regulation, as implemented into Norwegian law through Chapter 7 of the Norwegian Securities Trading Act.

MiFID II Product Governance

In respect of each issue of Notes, each Issuing House (as defined in the General Terms and Conditions) will undertake a target market assessment in respect of such Notes and determine the appropriate channels for distribution for such Notes. Any person subsequently offering, selling or recommending such Notes (a “**distributor**”) should take into consideration the target market assessment. However, a distributor subject to Directive 2014/65/EU (as amended “**MiFID II**”) is responsible for undertaking its own target market assessment in respect of such Notes (either by adopting or refining the target market assessment) and determining the appropriate distribution channels. For the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), a determination will be made in relation to each issue as to whether any Issuing House participating in the issue of Notes is a manufacturer in respect of such Notes. Neither the Arranger nor the Dealers nor any of their respective affiliates that do not participate in an issue will be a manufacturer for the purpose of the MiFID Product Governance Rules.

Forward-looking statements and market data

The Base Prospectus contains certain forward-looking statements that reflect the Issuer’s current views or expectations with respect to future events and financial and operational performance. The words “intend”, “estimate”, “expect”, “may”, “plan”, “anticipate” or similar expressions regarding indications or forecasts of future developments or trends, which are not statements based on historical facts, constitute forward-looking information. Although the Issuer believes that these statements are based on reasonable assumptions and expectations, the Issuer cannot give any assurances that such statements will materialise. Because these forward-looking statements involve known and unknown risks and uncertainties, the outcome could differ materially from those set out in the forward-looking statement.

Factors that could cause the Issuer’s and the Group’s actual operations, result or performance to differ from the forward-looking statements include, but are not limited to, those described in the section “*Risk factors*”. The forward-looking statements included in this Base Prospectus apply only to the date of the Base Prospectus. The Issuer undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, other than as required by law. Any subsequent forward-looking information that can be ascribed to the Issuer and the Group or persons acting on the Issuer’s behalf is subject to the reservations in or referred to in this section.

The Base Prospectus contains market data and industry forecasts, including information related to the sizes of the markets in which the Group participates. The information has been extracted from a number of sources. Although the Issuer regards these sources as reliable, the information contained in them has not been independently verified and therefore it cannot be guaranteed that this information is accurate and complete. However, as far as the Issuer is aware and can assure by comparison with other information made public by these sources, no information has been omitted in such a way as to render the information reproduced incorrect or misleading. In addition to the above, certain data in the Base Prospectus is also derived from estimates made by the Issuer.

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DESCRIPTION OF THE PROGRAMME

The following is a description of the Programme and is qualified in its entirety by the full Conditions included in the section “General Terms and Conditions and form of Final Terms”. Terms defined in “General Terms and Conditions and form of Final Terms” shall have the same meanings in this description.

General

The Programme has been established by NOBA for the issuance of medium term notes in SEK, NOK and EUR. A Note may be issued in a minimum Nominal Amount of EUR 100,000 (or the equivalent in any other available currency) and with a minimum term of one year. The Issuer has undertaken towards the Dealers that the total outstanding Nominal Amount of Notes under the Programme shall not exceed SEK 5,000,000,000 at any time. NOBA and the Dealers may agree to increase or decrease such amount.

The Issuer has appointed Danske Bank A/S, Danmark, Sverige Filial as Arranger, and Danske Bank A/S, Danmark, Sverige Filial, Carnegie Investment Bank AB (publ), Nordea Bank Abp, Skandinaviska Enskilda Banken AB (publ) and Swedbank AB (publ) as Dealers, in respect of the Programme. Further Dealers may be appointed.

General Terms and Conditions and Final Terms

Notes issued under the Programme will be governed by the General Terms and Conditions as well as the applicable Final Terms. The General Terms and Conditions are standardised and apply to all Notes issued under the Programme. For each Loan, Final Terms are prepared that include supplementary terms and conditions for the relevant Loan. Applicable Final Terms must therefore be read in conjunction with the General Terms and Conditions. The Final Terms will be submitted to the Swedish Financial Supervisory Authority (*Finansinspektionen*) (the “**Swedish FSA**”) and published on the webpage of the Issuer.

Form of Notes

Notes will be issued in dematerialised book-entry form and registered on a CSD Account (maintained with Euroclear or, if the Notes are denominated in NOK, with the Norwegian Central Securities Depository, Verdipapirsentralen ASA (the “**VPS**”)) on behalf of the relevant Noteholder. Hence, no physical notes will be issued. Notes will be registered in accordance with the Swedish Financial Instruments Accounts Act (*lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) and, if the Notes are denominated in NOK, in accordance with the Norwegian Financial Instruments Act (*lov 2019:6) om verdipapirsentraler og verdipapiroppgjør mv.*) and the VPS Rules (*VPS Rules for Registration of Financial Instruments*). Registration requests relating to Notes shall be directed to an Account Operator. Each Loan will be identified by an individual number (International Securities Identification Number).

The registered addresses of Euroclear and VPS is included in the section “*Addresses*”.

Status of Senior Notes

Upon issuance, Senior Notes will constitute direct, unconditional, unsubordinated and unsecured debt obligations of the Issuer and rank *pari passu* and without any preference among themselves and shall rank at least *pari passu* with all other present and future unsubordinated and unsecured obligations (except those obligations preferred by law) of the Issuer.

Status of Senior Preferred Notes

Upon issuance, Senior Preferred Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will rank *pari passu* among themselves and (except for obligations, which are, or may be, mandatorily preferred by law) equally with all other unsecured obligations (other than subordinated obligations and Senior Non- Preferred Liabilities, if any) of the Issuer, from time to time outstanding.

Status of Senior Non-Preferred Notes

Upon issuance, Senior Non-Preferred Notes will constitute unsubordinated and unsecured obligations with Senior Non-Preferred Ranking of the Issuer. In the event of the voluntary or involuntary liquidation (*likvidation*) or bankruptcy (*konkurs*) of the Issuer, the claims of holders of Senior Non-Preferred Notes shall rank:

- (a) *pari passu* without any preference among themselves;
- (b) *pari passu* with the rights of holders of all other Senior Non-Preferred Liabilities of the Issuer;
- (c) senior to the rights of the holders of any subordinated obligation of the Issuer, including any subordinated obligation of the Issuer which constitutes, or would but for any applicable limitation on the amount of

such capital constitute, Tier 2 Capital or any subordinated obligation of the Issuer which constitutes an Additional Tier 1 Instrument, which by law rank, or by their terms are expressed to rank, junior to the Senior Non-Preferred Liabilities of the Issuer;

- (d) in priority to payments to holders of all classes of share capital (including preference shares (if any)) of the Issuer in their capacity as such holder; and
- (e) junior in right of payment to any present or future claims of (i) depositors of the Issuer, and (ii) other unsubordinated creditors of the Issuer (including holders of Senior Preferred Notes) that are not creditors in respect of Senior Non-Preferred Liabilities of the Issuer.

Status of Subordinated Notes

Upon issuance, Subordinated Notes are intended to constitute Tier 2 Capital of the Issuer and will constitute direct unsecured and subordinated debt obligations of the Issuer and shall at all times rank:

- (a) *pari passu* without any preference among themselves;
- (b) *pari passu* with (i) any liabilities or capital instruments of the Issuer which constitute Tier 2 Capital and (ii) any other liabilities or capital instruments of the Issuer that rank or are expressed to rank equally with Subordinated Notes, in each case as regards the right to receive periodic payments on a liquidation (*likvidation*) or bankruptcy (*konkurs*) of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer;
- (c) senior to (i) any liabilities or capital instruments of the Issuer which constitute Additional Tier 1 Capital and (ii) holders of all classes of the Issuer's shares in their capacity as such holders and any other liabilities or capital instruments of the Issuer that rank or are expressed to rank junior to the Subordinated Notes, in each case as regards the right to receive periodic payments (to the extent such periodic payment has not been cancelled) on a liquidation (*likvidation*) or bankruptcy (*konkurs*) of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer; and
- (d) junior to any present and future claims of (i) depositors of NOBA, (ii) any other unsubordinated creditors of NOBA and (iii) any subordinated creditors of NOBA whose rights are expressed to rank in priority to the holders of Subordinated Notes.

Pricing and interest

Notes may be issued at a discount or at a premium compared to their Nominal Amount. The issue price and interest rate for Notes cannot be determined in advance but is set in connection with the actual issuance of Notes. Interest may be set at a floating interest rate based on EURIBOR, NIBOR or STIBOR, plus a margin, or at a fixed interest rate.

Majority decisions by the Noteholders

Under the General Terms and Conditions certain majorities of Noteholders have the right to make decisions and take measures that bind all Noteholders, including those who vote in a manner contrary to the majority. Therefore, the actions of the majority in such matters can impact the Noteholders' rights under Notes in a manner that can be undesirable for some of the Noteholders.

Registrar and Paying Agent

The Issuer has appointed Nordea Bank Abp, filial i Norge (Norwegian Reg. No. 920 058 817) as registrar and paying agent to establish and manage the Issuer's account in the VPS's book-entry system in accordance with Norwegian law, to register the Issuer's issues of Notes denominated in NOK in the VPS's book-entry system and assist the Issuer with payments of interest and principle in respect of such Notes denominated in NOK.

Admission to trading

Notes issued may be admitted to trading on a Regulated Market. If relevant, any intended admission to trading of Notes will be specified in the applicable Final Terms. The estimated costs associated with such admission to trading will also be set out in the applicable Final Terms. Although the Issuer may undertake to apply for an admission to trading of Notes, there is no assurance that such application will be accepted, that Notes will be so admitted to trading or that an active trading market will develop.

Credit rating

When investing in Notes, the investor takes a credit risk on the Issuer. The applicable Final Terms for a Loan will stipulate whether the Loan shall be assigned a credit rating. Such credit rating reflects the assessment by an

independent credit rating agency regarding of the creditworthiness of the Issuer with respect to the relevant Loan, i.e. its ability to fulfil payment obligations in a timely manner. NOBA has been assigned an investment grade rating from the rating institute Nordic Credit Rating with the rating BBB, stable outlook (long-term) and N3 (short-term). Nordic Credit Rating is established in the European Union and registered under Regulation (EC) No. 1060/2009 (as amended).

Prescription

Claims for the repayment of the principal of Notes will be prescribed and become void ten (10) years after the Maturity Date. Claims for the payment of interest will be prescribed and become void three (3) years from the relevant Interest Payment Date. Upon prescription, the Issuer will be entitled to keep any funds that may have been reserved for such payments.

If the prescription period is duly interrupted in accordance with the Swedish Limitations Act (*preskriptionslagen (1981:130)*) a new prescription period of ten years will commence for claims in respect of principal and three years for claims in respect of interest amounts, in both cases calculated from the day indicated by provisions laid down in the Swedish Limitations Act concerning the effect of an interruption in the limitation period.

Governing law

The General Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by the laws of Sweden. Disputes shall be settled by Swedish courts. The Stockholm District Court (*Stockholms tingsrätt*) shall be the court of first instance.

Processing of personal data

In order to comply with the General Terms and Conditions for a Loan, NOBA and the Administrative Agent, may, acting as data controllers, collect and process personal data. The processing is based on NOBA's or the Administrative Agent's legitimate interest to fulfil its respective obligations under the General Terms and Conditions. Unless otherwise required or permitted by law, the personal data will not be kept longer than necessary given the purpose of the processing. To the extent permitted under the General Terms and Conditions, personal data may be shared with third parties, such as Euroclear and VPS, which will process the personal data further as a separate data controller. Data subjects generally have right to know what personal data NOBA and the Administrative Agent processes about them and may request the same in writing at the Issuer's or the Administrative Agent's registered address. In addition, data subjects have the right to request that personal data is rectified and have the right to receive personal data provided by themselves in machine-readable format. Information about NOBA's and the Administrative Agent's respective personal data processing can be obtained by requesting the same in writing at NOBA's or the Administrative Agent's registered address.

Product description

Interest structures

Notes issued under the Programme may have a fixed or floating interest rate. The interest structure applicable to a specific Loan will be stated in the Final Terms. Below is a short description of the available interest structures.

Fixed interest rate

If the relevant Final Terms of a Loan specify 'fixed interest rate' as applicable to it, the Loan shall bear interest on its Nominal Amount at the Interest Rate from (but excluding) the Interest Commencement Date up to (and including) the Maturity Date.

Interest accrued during an Interest Period is calculated using the Day Count Convention 30/360 (or such other Day Count Convention as is specified in the relevant Final Terms) and paid in arrears on the relevant Interest Payment Date or, to the extent such day is not a Business Day, the first following day that is a Business Day. Day Count Convention 30/360 means that the amount shall be calculated using a year of 360 days comprising twelve months of 30 days each, and in the case of a fraction of a month using the actual number of days of the month that have passed. Interest will, however, only accrue until the relevant Interest Payment Date.

Floating interest rate (FRN)

If the relevant Final Terms of a Loan specify 'floating interest rate' as applicable to it, the Loan shall bear interest on its Nominal Amount from (but excluding) the Interest Commencement Date up to (and including) the Maturity Date.

Interest accrued during an Interest Period is calculated using the Day Count Convention Actual/360 (or such other Day Count Convention as is specified in the relevant Final Terms) and paid in arrears on the relevant Interest

Payment Date or, to the extent such day is not a Business Day, the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day. Day Count Convention Actual/360 means that the amount shall be calculated using the actual number of days in the relevant period divided by 360.

The Interest Rate applicable to each respective Interest Period is determined by the Administrative Agent on the respective Interest Determination Date as the Interest Base plus the Margin for such period. The Margin will be set out in the relevant Final Terms and the Interest Base will be either of EURIBOR, NIBOR and STIBOR (as defined in the General Terms and Conditions) or any reference rate replacing EURIBOR, NIBOR and STIBOR in accordance with Clause 14 of the General Terms and Conditions.

If the Interest Base plus the Margin for the relevant period is below zero (0), the floating interest rate shall be deemed to be zero (0).

European Benchmarks Regulation

Interest payable for Notes issued under the Programme may be calculated by reference to certain benchmarks, being EURIBOR, NIBOR and STIBOR, as defined in the General Terms. The benchmarks are provided by the European Money Market Institute (EURIBOR), Norske Finansielle Referanser AS (NoRe) and calculated in cooperation with Global Rate Set Systems Ltd. acting as calculation agent (NIBOR) and the Swedish Financial Benchmark Facility (a subsidiary of Global Rate Set Systems) (STIBOR). European Money Market Institute, Norske Finansielle Referanser AS and Swedish Financial Benchmark Facility AB are registered in the register of administrators and benchmarks maintained by ESMA pursuant to Article 36 of Regulation (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the “**Benchmarks Regulation**”).

Redemption and repurchase of Loans

Redemption at maturity

A Loan falls due on the Maturity Date set out in the relevant Final Terms. Interest shall be paid on each Interest Payment Date set out in the relevant Final Terms. If the due date in respect of a repayment or payment (other than interest) falls on a day which is not a Business Day, the amount will be credited to an account or made available to the payee on the next following Business Day (and, in respect of interest, as set out above in section “*Interest structures*”).

Repurchase of Notes by the Issuer and other Group Companies

Any Group Company may repurchase Senior Notes at any time and at any price in the open market or otherwise provided that this is compatible with applicable law. Senior Notes held by a Group Company may be retained, resold or (if held by the Issuer) cancelled at such Group Company’s discretion.

In respect of Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes, repurchase of Notes as described in the previous paragraph may be made, subject to consent from the Swedish FSA and in accordance with the General Terms and Conditions.

Voluntary redemption of Notes by the Issuer (call option)

In respect of Senior Notes, the relevant Final Terms may specify a right for the Issuer to redeem Notes, in whole or in part, prior to the Maturity Date at times and prices specified in such Final Terms.

In respect of Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes, the relevant Final Terms may specify a right for the Issuer to, subject to consent from the Swedish FSA in accordance with the General Terms and Conditions, redeem all (but not some only) outstanding Subordinated Notes early at the option of the Issuer.

Redemption of Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes on the occurrence of a Capital Event, Tax Event or MREL Disqualification Event (as applicable)

Subject to consent from the Relevant Resolution Authority (in case of Senior Preferred and Senior Non-Preferred Notes) or the Swedish FSA (in case of Subordinated Notes) in accordance with the General Terms and Conditions, all (but not some only) outstanding Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes can be redeemed early at the option of the Issuer if a Capital Event, Tax Event or MREL Disqualification Event (as applicable) occurs. In case of a Capital Event, Tax Event or MREL Disqualification Event (as applicable), the

notes may also be substituted, or the terms thereof varied, prior to maturity in accordance with the General Terms and Conditions.

Mandatory repurchase of Senior Notes due to a Change of Control Event (put option)

In respect of Senior Notes, following the occurrence of a Change of Control Event, each Noteholder shall, during a period of twenty (20) Business Days from the effective date of a notice from the Issuer pursuant to the General Terms and Conditions (after which time period such right shall lapse), have the right to request that all, or some only, of its Senior Notes be repurchased at a price per Note equal to 100 per cent of the Nominal Amount together with accrued but unpaid interest.

A “**Change of Control Event**” means an event or a series of events resulting in one person (or several persons who (i) are, in respect of individuals, related; (ii) are, in respect of legal entities, members of the same group; or (iii) act or have agreed to act in concert), other than person(s) approved as owner(s) of the Issuer in an ownership assessment conducted by the Swedish FSA, directly or indirectly acquiring fifty (50) per cent or more of the shares in the Issuer, or otherwise, directly or indirectly, establishing control over fifty (50) per cent or more of the shares and/or votes in the Issuer, except where the Noteholders have approved such event or series of events in accordance with the General Terms and Conditions.

Acceleration of Senior Notes

The Administrative Agent shall, (i) following a request in writing from a Noteholder (or Noteholders) representing at least ten (10) per cent of the Adjusted Loan Amount under a Senior Loan (such a request can only be made by Noteholders registered on the relevant CSD Account on the Business Day occurring immediately after the date that the request was received by the Administrative Agent and must, if made by several Noteholders, be made jointly), or (ii) following a resolution by the Noteholders of a Senior Loan at a Noteholders’ Meeting, on behalf of the Noteholders by notice to the Issuer, declare all, but not some only, of the outstanding Notes under such Senior Loan due and payable together with accrued but unpaid interest and any other amounts payable under the Senior Loan, immediately or at such later date as the Administrative Agent or the Noteholders’ Meeting (if applicable) determines, if:

- (a) the Issuer does not pay on the due date any amount payable by it under the relevant Senior Loan, unless the non-payment:
 - (i) is caused by technical or administrative error; and
 - (ii) is remedied within five (5) Business Days from the due date;
- (b) the Issuer does not comply with any terms, or acts in violation, of the General Terms and Conditions of the relevant Senior Loan (other than those terms referred to in paragraph (a) above), unless the non-compliance:
 - (i) is capable of remedy; and
 - (ii) is remedied within twenty (20) Business Days of the earlier of (A) the Administrative Agent giving notice thereof to the Issuer and (B) the Issuer becoming aware of the non-compliance;
- (c) the General Terms and Conditions for the relevant Senior Loan become invalid or ineffective, in whole or in part (other than in accordance with the provisions of such General Terms and Conditions), and such invalidity or ineffectiveness is materially prejudicial to the interests of the Noteholders;
- (d) any corporate action, legal proceedings or other procedure or step (unless vexatious or frivolous, disputed in good faith and discharged within forty (40) Business Days) is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution or administration of any Material Group Company;
 - (ii) a composition, or arrangement with any creditor of any Material Group Company (other than the Noteholders); or
 - (iii) the appointment of a liquidator, administrator or other similar officer in respect of a Material Group Company or any of its assets, unless, in relation to a Material Group Company other than the Issuer, the liquidation is voluntary and not caused by such company’s Insolvency;
- (e) a Material Group Company is, or is deemed for the purposes of any applicable law to be, Insolvent;
- (f) any attachment, sequestration, distress or execution, or any analogous process in any jurisdiction, affects any asset of a Material Group Company which is material to its business and not discharged within thirty

- (30) Business Days, or any Security over any asset of a Material Group Company which is material to its business is enforced; or
- (g) any financial indebtedness (including for the avoidance of doubt, any financial indebtedness owed under guarantees) of a Material Group Company is not paid when due nor within any applicable grace period, or is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described), provided that no Event of Default will occur under this paragraph (g) if the aggregate amount of financial indebtedness referred to herein is less than the equivalent of SEK 50,000,000 or is owed to another Group Company.

The General Terms and Conditions do not contain any right for the Noteholders to accelerate the Senior Preferred Notes, the Senior Non-Preferred Notes and the Subordinated Notes prior to the Issuer's bankruptcy or liquidation

Senior Preferred Notes and Senior Non-Preferred Notes are intended to constitute MREL Eligible Liabilities, and Subordinated Notes are intended to constitute Tier 2 Capital of the Issuer. Consequently, the General Terms and Conditions do not include any obligations or undertakings binding on the Issuer which if breached would give rise to a right of the Noteholders to accelerate the Senior Preferred Notes, the Senior Non-Preferred Notes or the Subordinated Notes, and the Senior Preferred Notes, the Senior Non-Preferred Notes or the Subordinated Notes (as the case may be) may only be accelerated upon the Issuer's bankruptcy or liquidation.

RISK FACTORS

In this section, material risk factors are illustrated and discussed, including NOBA's economic and market risks, operational risks, finance risks, legal and regulatory risks, risks relating to all Notes, as well as specific risks relating to the Subordinated Notes. NOBA's assessment of the materiality of each risk factor is based on the probability of their occurrence and the expected magnitude of their negative impact. The description of the risk factors below is based on information available, and estimates made on the date of this Base Prospectus. The risk factors are presented in categories where the most material risk factors in a category are presented first under that category. Subsequent risk factors in the same category are not ranked in order of materiality or probability of occurrence. Where a risk factor may be categorised in more than one category, such risk factor appears only once and in the most relevant category for such risk factor.

RISKS RELATING TO THE ISSUER

Economic and market risks

Risks relating to the current macroeconomic environment

NOBA is exposed to general market conditions and the level of economic activity in the countries in which it operates, as such conditions and activity affect its customer base. The economic conditions globally and in the markets in which NOBA operates may be affected by, among other things, inflation, interest rates, unemployment level, household disposable income, household indebtedness, the state of the housing market, housing prices, and foreign exchange markets.

The Nordic region is NOBA's most important market. NOBA has a customer base of approximately 2 million private customers, of which a large majority are in the Nordics. Accordingly, NOBA is predominantly affected by the economic environment in the Nordic region. Due to the high level of consumer indebtedness in the Nordic region, primarily related to average mortgage loans being high relative to income, NOBA is affected by fluctuations on the housing market and interest rates on mortgage loans in the Nordic countries. During 2023, as a response to higher inflation, central banks in general have increased interest rates. The European Central Bank (ECB), Sweden's Central Bank (Sw. *Riksbanken*), the Norwegian Central Bank (Nw. *Norges Bank*) and the Danish Central Bank (Da. *Danmarks Nationalbank*) did all follow this pattern during 2023, implementing higher interest rates. This has affected interest rates for mortgage- and consumer loans in the markets in which NOBA operates, adversely affecting consumption and consumers' ability to repay their mortgages and loans. As of 31 March 2024, NOBA's credit losses corresponded to 3.9 per cent of average lending, compared to 3.6 per cent as per 31 March 2023. The increased percentage of credit losses was partly driven by higher provisions relating to loans in Stage 1 and reflects an increasingly challenging economic environment for many consumers. A prolonged downturn in the economic environment in Europe, primarily in the Nordic region, may further increase credit losses for NOBA.

Geopolitical factors may also affect the Nordic countries as well as the global economy and thereby affect NOBA. Recently, global tension including several wars and conflicts, such as Russia's invasion of Ukraine and the conflict in the middle east between Israel and Hamas, has caused uncertainty in both the financial and real economic markets. Whilst NOBA does not provide any consumer lending, nor does it have any employees in Russia, Belarus, Ukraine, Israel or Palestine and is not directly affected by the above-mentioned conflicts, increased tension and uncertainty and other geopolitical factors that affect the macroeconomic environment and financial markets may have an adverse effect on NOBA's operations or ability to obtain financing on advantageous terms. Similar uncertainty in the financial markets may also be caused by other incidents including, more recently, the outbreak of public health pandemics and epidemics or outbreaks of diseases.

Further, reduced customer confidence or a decline in consumption, or a negative change in the use of, or attitude towards, consumer credit in the Nordic region would have an adverse effect on NOBA's ability to generate net interest income and new lending.

The degree to which a downturn or deterioration in macroeconomic conditions in the Nordic region may affect NOBA is uncertain and presents a highly significant risk to the size of NOBA's loan portfolio, NOBA's ability to attract and maintain customers in order to maintain or increase its income and profits as well as NOBA's credit losses.

Risks related to NOBA's product offering

NOBA derives its income almost entirely from unsecured personal loans, mortgage loans, equity release mortgages and credit card services. Therefore, there is a risk that changes affecting NOBA's ability to offer these products in

any of its geographical markets will require NOBA to reduce or restrict its primary operations and amend its current business model. Examples of such changes include, but are not limited to:

- changes in laws and regulations, for example, reducing the statute of limitations for debt collection, limiting the interest rates on loans or otherwise affecting the terms of loans or the activities of loan providers;
- decreases in demand for NOBA's loans due to, among other factors, macroeconomic conditions;
- increases in default rates for NOBA's loans due to, among other factors, macroeconomic conditions;
- decreases in demand for NOBA's loans due to competition, damage to NOBA's reputation or other factors; and
- decreases in demand for NOBA's credit card services due to, among other factors, macroeconomic conditions.

Furthermore, compared to competitors that have a more diversified product portfolio, NOBA will be more exposed to adverse changes in macroeconomic conditions or other factors affecting the personal loan market, mortgage loan market, the credit card market and equity release mortgages.

NOBA's business model is focused on efficient data management, statistical analysis, a test-and-learn approach and quantitative decision making. As a result, NOBA's business model for personal loans is best suited for countries where highly relevant data is available for customer targeting and conducting credit assessments, including with effective legal debt collection systems and a culture that promotes repayment. Therefore, NOBA's ability to expand its business beyond its current markets is dependent on environments supportive of its business model or adaptations that accounts for differences in other markets.

Should the environment in any of its current markets change to no longer support its business model, and if NOBA were no longer able to offer loans as it currently does, or at all, NOBA may be required to change its business model or restrict or cease its operations, with decreased income and declined results of operations as a consequence. The degree to which any of the negative consequences related to changes in NOBA's product offering may affect NOBA is uncertain and presents a significant risk to NOBA's business and financial position.

Personal loans

As personal loans are generally used for debt consolidation and general consumption, there is a risk that the demand for NOBA's personal loan products will be adversely affected by changes in consumer trends, levels of consumption, demographic patterns, customer preferences and financial conditions, all of which are affected by general macroeconomic conditions in the markets in which NOBA operates. For example, growth in gross domestic product ("GDP") has generally resulted in increased demand for personal loans. There is a risk that a decrease in GDP or in GDP growth will adversely affect demand for NOBA's personal loan products.

High unemployment levels in the markets where NOBA operates would reduce the number of customers who qualify for NOBA's loan and credit products and result in increased credit losses, which would in turn adversely affect NOBA's ability to maintain the size of its loan portfolio and to improve loan performance with respect to new loans. Accordingly, a severe deterioration in global or regional economic conditions would adversely affect demand for the products and services offered by NOBA. Reduced consumer confidence and spending may decrease the demand for NOBA's consumer loans which could materially adversely affect the business prospects and financial condition of NOBA.

Furthermore, there is a risk that changes in macroeconomic conditions could force NOBA to scale down or suspend personal lending operations. In 2008 and 2009, NOBA suspended its personal lending operations in all of its markets (at the time, Sweden, Norway, Finland and Denmark) and focused on collections in response to the global economic downturn and tightening of available funding from financial institutions and the capital markets. NOBA resumed new personal lending operations in Norway and Sweden in 2010 and in Finland in 2011 as macroeconomic conditions improved. NOBA has, through the acquisition of and subsequent merger with Bank Norwegian ASA ("**Bank Norwegian**"), also resumed its personal lending operations in Denmark. If NOBA would suspend personal lending operations for an extended period of time in the future in response to macroeconomic conditions or other factors, it would adversely affect NOBA's ability to maintain and grow its personal loan portfolio. The degree to which negative development in the macroeconomic conditions in the Nordic region may affect NOBA is uncertain and presents a significant risk for a negative development on demand for personal loans originated by NOBA.

There may also be political and legal developments affecting the demand for NOBA's personal loan products, see section *Legal and regulatory risks*.

Mortgage loans

House prices may be negatively affected by, for example, changes in regulations affecting the mortgage market directly or indirectly or by a quick rise in interest rates or unemployment levels (see further “*Risks relating to the current macroeconomic environment*”). Amortisation requirements on residential mortgages were implemented by the Swedish FSA on 1 June 2016, and more stringent amortisation requirements were implemented on 1 March 2018. Any such new requirements may have an adverse effect on house prices, in particular in urban areas where market values are higher and have contributed to a reduction in lending growth.

NOBA offers mortgage loans in Sweden and Norway, which are secured by mortgages on real properties or rights in co-op apartments. Should there be a significant downturn in the value of real properties or apartments in Sweden or Norway, such downturn would generally result in a deterioration in credit quality and the recoverability of mortgage loans of NOBA. In addition, there are certain other circumstances that may affect the level of credit losses, acceleration and payments of interest and principal amounts, such as changes regarding taxation and/or changes in the political environment. Adverse changes in the credit quality of NOBA’s borrowers and counterparties would affect the recoverability and value of its assets and require an increase in NOBA’s provisions for bad and doubtful debts and other provisions which in turn would have an adverse effect on NOBA’s business, financial condition and/or results of operations. The degree to which negative development of the Swedish and Norwegian mortgage market may affect NOBA is uncertain and presents a significant risk for a negative development on demand for mortgage loans originated by NOBA.

Equity release mortgages

NOBA’s equity release mortgages (Sw. *kapitalfrigöringskrediter*) include a “No negative equity guarantee” which means that NOBA’s claim is limited to the proceeds from the sale of the property and the borrower is not liable to cover a potential shortfall if the proceeds from the sale of the property are not sufficient to cover the loan. Although NOBA has highly conservative loan-to-value (“LTV”) levels with average LTVs of 33 per cent for equity release mortgages as of 31 December 2023, a significant drop in house prices would materially impact borrowers’ ability to make full repayment which would result in deteriorating credit quality.

The equity release mortgages are granted to individuals of at least sixty years of age. Accordingly, NOBA operates within a market where borrowers more commonly may suffer from certain age-related conditions. There is a risk that, upon death of a borrower, relatives of the deceased may claim that the deceased did not have presence of mind or was misled at the entry into the contract and, on such ground, legally challenge the contract (under the Act on Contracts Concluded Under the Influence of a Mental Disorder (Sw. *lag (1924:323) om verkan av avtal, som slutits under påverkan av en psykisk störning*) and the Swedish Contracts Act (Sw. *avtalslagen (1915:218)*). Thus, there is a risk that NOBA will, from time to time, become involved in judicial and administrative proceedings in relation to the above, or similar practices, and such proceedings could, if not merely relating to isolated incidents, prove to be time-consuming, disrupt normal operations, involve large amounts and result in significant costs. Equity release mortgages are a complex product and there is also a risk that NOBA does not comply with the increased regulatory requirements that apply to this type of mortgages.

Credit cards

Credit cards are an important source of income for NOBA as it receives commission income from credit card usage. Credit card activity is particularly relevant as an income source for the Norwegian branch of NOBA (the “**Branch**”), and as of 31 March 2024, out of the Branch’s total customer base of approximately 1.7 million customers, approximately 1.3 million were credit card customers, and credit card loans amounted to NOK 16.6 billion. Credit card activity varies depending on spending in general among consumers. Particularly, lower airline and holiday spending tend to lower the usage of the Branch’s credit cards. As a result, factors reducing consumers’ travelling and time spent abroad is likely to reduce the Branch’s credit card usage. As an example, the Branch experienced a negative growth in demand for its credit card services in 2020, considered to be mainly due to lower spending related to COVID-19. Short-term or long-term trends among consumers, including increased environmental concerns in relation to travelling, could also adversely affect the Branch’s credit card usage.

Credit and counterparty risks

NOBA’s main credit and counterparty risk is that the customers cannot service their debt, and with regards to mortgage loans and equity release mortgages, that the relevant sales proceeds are not sufficient to repay the loans. A certain degree of delinquencies and impairments is anticipated. Credit risk also includes concentration risk, i.e. the risk relating to large exposures to a group of inter-linked customers. In addition, NOBA is exposed to risks associated with the uncontrolled deterioration in the credit quality of its customers which can be driven by, for example, socio-economic or customer-specific factors linked to economic performance. Since NOBA derives a

large part of its business from the Nordic countries and since the economies of these countries are partly correlated, NOBA is also exposed to some Nordic concentration risk.

Before NOBA approves any loan, a thorough credit assessment is conducted of the loan application in accordance with its credit policies and applicable laws and regulations. The credit assessment process comprises a combination of policy rules, referral rules, internal credit rating models and a calculation of affordability. Further, NOBA has undertaken extensive research to predict future potential impairments and credit losses on which NOBA's lending model is based and there is a risk that these estimates prove to be inaccurate. The Branch's procedure for assessing customers' creditworthiness is largely automated, with loan applications being approved automatically based on online input from the customer and third-party verifications (such as Experian for income and personal financial information, and others for real property values). There are inherent risks associated with online processing of loan applications and reliance on criteria where the information is provided by the customers, without personal contact. Consequently, NOBA is exposed to risks relating to the accuracy and completeness of the Branch's financial models on which the automated credit decision is based, as well as risks relating to the reliability of the input provided by the customers, which could assign a creditworthiness to customers which is too high, thereby increasing NOBA's credit risk towards its customers. As of 31 March 2024, NOBA's total loans to the general public amounted to SEK 114,445 million. In total for the period, NOBA reported SEK 1,091 million in net credit losses, corresponding to 3.9 per cent of average lending. An increase in the level of credit losses will have an adverse impact on NOBA's business, financial condition and results of operations.

NOBA is also exposed to counterparty risk in that NOBA would suffer a loss in the event of default by a bank counterparty or an issuer of securities held by NOBA. The risk arises as a result of occasional cash deposits placed with clearing banks or invested in securities and the use of derivative financial instruments with banks. A default occurs when a bank or other financial institutions or issuer of securities fails to honour payments as they fall due and such default could have an adverse impact on NOBA's business, financial condition and results of operations.

Additionally, a substantial, and increasing, share of the loan documentation (including the loan agreements) of NOBA's loans are digitally signed by its customers. Under Norwegian law, digitally signed documents normally require a court order in order to complete enforced collection of collateral as opposed to physical loan agreements. In the event of a wide increase in defaults and enforced collections, NOBA is exposed to risk of delay in collection proceedings, in Norway in particular, which could in turn imply further deterioration in the value of underlying assets, thus increasing NOBA's losses on loans, which could in turn have a material adverse effect on NOBA's financial condition, results of operations and/or future prospects.

Competition in the financial services industry

The markets in which NOBA operates are characterised by a high degree of competition and fragmentation, and a strong growth in demand for both personal loans and mortgage loans in these markets, which has led to increased competition between lenders. NOBA's competitors can be broadly categorised into two groups: full-service banks and niche loan providers. In addition, NOBA also competes with other forms of short-term financing providers, such as peer-to-peer lenders and credit card providers. Competition in NOBA's markets is primarily based on the amount of the monthly payment and the other terms of the loan including interest rate, size, term and other features, as well as the quality of service in terms of speed, simplicity and availability.

As a niche loan provider which derives most of its income from personal loans, mortgage loans, equity release mortgages and credit card services, NOBA is dependent on such loan products unlike those of NOBA's competitors that have a more diversified product offering.

NOBA faces the risk that full-service banks operating in its markets, which offer a broad range of products and services through widespread retail office networks and online, may increase their focus on personal loans or equity release products. The full-service banks operating in NOBA's markets typically enjoy well-established market positions, extensive branch networks and high customer awareness. Almost all of NOBA's customers have a relationship with at least one of the full-service banks through payment accounts or other banking products. Therefore, there is a risk that the full-service banks operating in NOBA's markets could have significant competitive advantages over niche personal loan providers, such as NOBA. Furthermore, certain large financial institutions have significantly more available funds to lend or a lower cost of funding than NOBA, which could enable them, among other things, to offer loans with lower interest rates or longer terms than NOBA offers.

Niche personal loan providers are typically focused, with a narrow offering in comparison to full-service banks. NOBA considers niche personal loan and equity release providers to be its main competitors as they target similar groups and provide similar sized loans and interest rates as NOBA.

If NOBA is unable to successfully compete with other lenders, demand for NOBA's loan products would likely decrease, or NOBA would be required to reduce the interest rates that it charges on its loan products in order to maintain demand, which would have a material adverse effect on NOBA's net interest margin.

Operational risks

Risks relating to cyber attacks

NOBA's operations rely on the secure processing, storage and transmission of confidential and private information in computer systems and networks, which is vulnerable to unauthorised access or malicious hacking, computer viruses or other malicious code or external attacks. Different threats to the security of NOBA's information is likely to increase, as cyber-criminals, rogue states and other intruders are becoming increasingly sophisticated and increase their scope of potential cyber attacks. Recently, a number of companies on the markets in which NOBA operates have become the subjects of such attacks, resulting in business disruptions, customer claims and significant reputational damage. NOBA has approximately 630 employees and cooperates with, and uses, a significant number of partners and suppliers in its day-to-day operations, some of which have access to certain parts of NOBA's IT-systems. Cyber attacks or fraudulent actions may involve employees or consultants of NOBA or third-party suppliers or partners with NOBA which are partly out of NOBA's control but critical to NOBA's operations. The occurrence of any of these events could have an adverse effect of NOBA's business and financial position.

IT-intrusions and cyber attacks may involve unauthorised access or disclosure of private data, which NOBA is required to protect or secure by certain means. For instance, NOBA is subject to personal data protection regimes, including the EU General Data Protection Regulation 2016/679/EU ("GDPR"). Non-compliance with requirements of GDPR may result in actions and administrative fines imposed by the Swedish Authority for Privacy Protection (Sw. *Integritetsskyddsmyndigheten*) and the corresponding authorities in the other countries where NOBA operates. Infringements may also result in liability towards individuals suffering damages as a result of the infringement.

NOBA has implemented operational security measures to defend systems and networks against cyber-attacks, and adopted a control framework based on CIS (Center for Internet Security) as well as performs regular security scans. However, given the nature of cyber attacks and the uncertainty of the future development of such, there is a risk that NOBA's measures may not be sufficient to prevent cyber attacks and the damage that may be caused as a result of such attacks.

IT failure risks

NOBA's business depends on its ability to process a large number of transactions efficiently and accurately. NOBA's ability to develop business intelligence systems, to monitor and manage collections, to maintain financial and operating controls, to monitor and manage its risk exposures, to keep accurate records, to provide high-quality customer service and to develop and sell profitable products and services in the future depends on the success of its business continuity planning, the uninterrupted and efficient operation of its information and communications systems, including its information technology, NOBA's monitoring and protective measures and the successful development and implementation of new systems. NOBA may expand its business further into the European market, and NOBA may be required to adapt or develop its information and communication systems due to the conditions on the relevant markets. As is the case for information technology systems generally, losses could result from inadequate or failed internal control processes and protection systems, human error, fraud or external events that interrupt normal business operations. This could result in a loss of data and a failure to provide quality service to customers. NOBA has in place business continuity and disaster recovery plans for all critical processes and services to guard against service disruptions, which plans could prove to be not adequate at all times.

If any of the above risks materialise, the interruption or failure of NOBA's information technology and other systems could impair NOBA's ability to provide its services effectively causing direct financial loss and may compromise NOBA strategic initiatives. Technology failure or underperformance could also increase NOBA's litigation and regulatory exposure or require it to incur higher administrative costs (including remediation costs). Further, an irrecoverable loss of any customer database would be expensive and time-consuming to endeavour to retrieve or recreate and would have an adverse effect on NOBA's operations and financial situation.

While NOBA's scenario stress testing demonstrates that the Bank's has the ability to withstand extended periods of stress, the degree to which IT failures may affect NOBA is uncertain, which constitutes a highly significant risk to NOBA's operations and financial situation.

Risks relating to an ongoing intra-group merger

During the third quarter 2023, NOBA and its owners initiated a strategic review to support NOBA in its future development. In this context, and as a step to simplify the group structure and reduce administrative costs, the Board of Directors of each of NOBA Holding AB (publ) (“**NOBA Holding**”), NOBA Group AB (publ) (“**NOBA Group**”) and the Issuer resolved, on 28 March 2024, to approve and adopt a joint merger plan for the implementation of an intra-group merger. On 8 May 2024, the Swedish FSA granted NOBA Holding, NOBA Group and the Issuer approval to execute its merger plan. The merger will be implemented with the Issuer as the surviving company and NOBA Holding and NOBA Group as the transferring companies. The Issuer is per the date of this Prospectus wholly-owned by NOBA Group, which in turn is wholly-owned by NOBA Holding. The shareholders of NOBA Holding have approved the joint merger plan and approvals from the Swedish FSA in respect of the merger have been obtained. The merger is intended to be implemented in July 2024. It is likely that NOBA’s current permission from the Swedish FSA to deduct foreign currency goodwill and intangible assets related to the acquisition of Bank Norwegian on consolidated level will be affected by the intra-group merger, and, as a result, NOBA is planning to apply for a new permission for a corresponding exemption in accordance with Article 352.2 of the EU Capital Requirements Regulation (CRR). The process for obtaining a renewed permission may involve uncertainties. The intra-group merger, and any other actions intended to simplify and streamline the group structure, may have adverse financial and operational effects for NOBA.

Risks relating to the integration process following the completed merger between NOBA and Bank Norwegian

In connection with the completion of the merger between Bank Norwegian and NOBA at the end of 2022, the work of integrating their respective businesses and IT systems involved risks and uncertainties some of which are still relevant as full implementation, transformation and integration is yet ongoing in certain parts. For example, any interruptions or ineffective performance of the respective businesses’ IT systems due to the integration could impair NOBA’s ability to provide its services effectively causing direct financial loss.

NOBA’s operations are dependent on its ability to handle, process and report accurately and efficiently a high volume of complex transactions across numerous and diverse products and services, in different currencies and subject to several legal and regulatory regimes. In its day-to-day operations, NOBA applies multiple internal processes, routines and procedures which form an integral part of the functionality, internal control and quality-assurance framework of NOBA. The integration process following the completed merger between NOBA and Bank Norwegian has introduced several changes and presented various challenges to the internal operating procedures that were previously applied by NOBA and Bank Norwegian acting as stand-alone entities, and now operating as a combined entity. Remaining integration and transformation work could also divert resources from the day-to-day operations. Failure to uphold efficient and well-functioning internal operating procedures could have a material adverse impact on NOBA’s operations and financial situation.

Reputational risk

Reputational risk is the risk that an event or circumstance adversely impacts NOBA’s reputation among customers, owners, employees, authorities and other parties resulting in reduced income. The reputational risk for is primarily related to consumer expectations regarding NOBA’s products, the delivery of its services, and the ability to meet regulatory and consumer protection obligations related to these products and services. Effects on NOBA’s reputation typically originate from internal factors, but also from external partners, suppliers, merchants or even competitors. Consumer protection bodies, consumer advocacy groups, certain media reports and a number of regulators and elected officials in the consumer loan markets in which NOBA conducts business have from time-to-time advocated government action to prohibit or severely restrict certain types of short-term consumer lending or credit card debt. These efforts have often focused on lenders that target consumers who have short term liquidity needs and, in many cases, low levels of personal savings and incomes, and charge interest rates and fees which, on an annualised basis, are much higher than those charged by credit card issuers or banks to more creditworthy consumers. There is a risk that NOBA could be adversely affected by negative publicity associated with other loan-, credit card- or ecommerce businesses, both in general, and specifically relating to its own business, or the business of other companies operating in these segments which are targeted by consumer advocacy groups or regulatory authorities. Reputational risk can be substantially damaging to NOBA’s operations since NOBA’s brands, Nordax, Bank Norwegian and Svensk Hypotekspension, are well-established, and if such risk were to materialise to such an extent that consumers chose competitors to NOBA it would materially adversely affect the total income and growth, which in turn would adversely affect its results of operations and financial condition.

Reputational risk constitutes a highly significant risk to the business and results of operations of NOBA.

Reliance on third-parties

NOBA's business relies in part on certain service and business process outsourcing and other partners. For example, another bank acts as NOBA's clearing bank and payment services provider. NOBA has outsourced activities, such as mailing, printing, scanning and forwarding applications, as well as important IT-related services. NOBA has also outsourced its internal audit function and NOBA relies on third-party debt collectors in each of the countries in which it operates. There is a risk that NOBA is unable to replace these relationships on commercially reasonable terms, or at all. Seeking alternate relationships also risks being time consuming and resulting in interruptions to NOBA's business. Significant failure of NOBA's third-party providers to perform their services in accordance with NOBA's standards, and any extensive deterioration in or loss of any key relationships would have a material adverse effect on NOBA's business, financial condition and result of operations.

Furthermore, NOBA is exposed to the risk that its outsourcing partners and other third parties commit fraud with respect to the services that NOBA has outsourced to them, that they fail to comply with applicable laws and regulations, such as data protection requirements, or fail to otherwise provide their agreed services to NOBA. If these third parties, to a significant extent, violate laws, other regulatory requirements or important contractual obligations to NOBA, or otherwise act inappropriately in the conduct of their business, NOBA's business and reputation would be negatively affected. In such cases, NOBA also faces the risk of penalties being imposed. Moreover, despite having implemented processes and procedures aimed at identifying and managing risks when on-boarding new outsourcing partners and other third parties, as well as monitoring how outsourcing partners and other third parties operate their businesses, and having established exit plans, there is a risk that such processes and procedures do not detect the occurrence of any violations for a substantial period of time, which would exacerbate the effects of such violations. The degree to which any negative consequences related to third-party providers may affect NOBA is uncertain, which constitutes a highly significant risk to NOBA's reputation and business.

Ongoing change of core banking system

NOBA is in the process of replacing its former core banking system used for the operations under the Nordax brand with core banking systems supplied by Banqsoft AS (which have already been used for the Branch's operations under the Bank Norwegian brand). Migration to Banqsoft have previously been executed in respect of the Nordax personal loan products and the Nordax mortgage loan product in Norway, and the Nordax deposit product in Norway was recently migrated as well. The migration of the Nordax mortgage loan product in Sweden and the Nordax deposit product in Finland and Sweden are ongoing and are expected to be fully completed by the end of Q1 2025. There is a risk that the planned benefits cannot be realised in full, or that the implementation, transition, or migration of remaining operations is not successful or has negative customer, operational or other negative impact. The degree to which any negative consequences related to the change of core banking system may affect NOBA is uncertain, which constitutes a significant risk to NOBA's operations and business.

Relationships with credit intermediaries

Credit intermediaries are a significant marketing channel for NOBA. Dealing with credit intermediaries and cooperation partners entails various risks to NOBA. There is a risk that NOBA's methods and procedures for overseeing how its credit intermediaries and other cooperation partners interact with prospective customers are inadequate. Consequently, NOBA faces certain risks related to the conduct of the credit intermediaries and cooperation partners with which it does business. If NOBA's credit intermediaries or cooperation partners are found to have violated applicable conduct regulations or standards in the intermediation of NOBA's loan products, NOBA's reputation could be harmed.

NOBA's credit intermediary partners are typically price comparison websites that enable potential borrowers to benchmark all loan providers affiliated with the credit intermediary against each other and then refer the loan applicant to the chosen loan provider. The incentives of credit intermediaries may not always align with those of NOBA, which could adversely affect the volume and quality of loan applicants that credit intermediaries refer to NOBA. For example, credit intermediaries may promote the loan products of NOBA's competitors to the detriment of NOBA's loan products. Furthermore, a key value proposition of NOBA's personal loan products is a low monthly payment. If credit intermediaries were to focus on other features, such as interest rates, when benchmarking loans for potential borrowers, it could adversely affect the volume and quality of applicants that credit intermediaries refer to NOBA. The degree to which risks relating to relationships with credit intermediaries may materialise is uncertain, which constitutes a significant risk for NOBA's income and result of operations.

Risks related to intellectual property

NOBA uses trademarks and other intellectual property as a part of its operational business. Because of its use of intellectual property, NOBA may rely on trademark and copyright protection, non-disclosure agreements, license agreements, employment agreements and certain other agreements and laws to protect such current and future use of intellectual property. However, there is a risk that the measures taken will not effectively protect its intellectual property from infringement, for example due to lack of sufficient restrictive covenants in employment agreements. Despite precautions taken by NOBA to protect its intellectual property rights, unauthorized third parties may attempt to obtain or claim ownership of its intellectual property. In addition, NOBA may fail to discover infringement of its intellectual property, or any steps taken (or that will be taken) by it may not be sufficient to protect its intellectual property rights or prevent others from seeking to invalidate NOBA's intellectual property. Any failure to protect and enforce NOBA's intellectual property rights could have a material adverse effect on the business.

In addition, NOBA is using various external technical solutions and systems, and might from time to time be reliant on technology, know-how, patents and other intellectual property rights which are held by third parties or restricted by third parties holding such intellectual property rights. Consequently, NOBA could be deemed to infringe on third-party intellectual property rights, which could lead to legal claims regarding the ownership and use of intellectual property rights.

Any claims made by or against NOBA related to intellectual property rights, regardless of the merit or resolution of such claims, may result in reputational damage or significant costs, time and focus in resolving or defending such claims, causing a material adverse effect on NOBA.

Finance risks

Liquidity and financing risks

NOBA is subject to liquidity risk. Liquidity risk is the risk that NOBA will not be able to meet its payment obligations at maturity at all or without significant cost increases. If access to funding is constrained for a prolonged period of time, competition for retail deposits and the cost of accessing the capital markets would increase and, therefore, have a material adverse effect on NOBA's net interest margin. Funding risks can be exacerbated by enterprise-specific factors, such as over-reliance on a particular source of funding or changes in NOBA's creditworthiness, or by market-wide phenomena, such as market dislocation. There is a risk that the funding structure employed by NOBA is inefficient should its funding levels significantly exceed its funding needs, which risks giving rise to increased funding costs that may not be sustainable in the long term.

Retail deposits are a significant source of funding for NOBA. As of 31 March 2024, NOBA's total balance sheet liabilities amounted to SEK 127,014 million on a consolidated basis out of which deposits from the general public comprised the largest part, totalling SEK 105,167 million. Should NOBA experience an unusually high and/or unforeseen level of withdrawals, this would adversely affect NOBA's liquidity since it will be required to repay a significant amount on demand. Further, it would require increased funding from other sources and there is a risk that such increased funding would not be available on for NOBA acceptable terms, or at all, which could have a material adverse effect on NOBA's financial position and results.

The debt capital markets are also a significant source of funding for NOBA. As of 31 March 2024, NOBA (together with its indirect parent company NOBA Holding) had outstanding wholesale funding i.e. senior secured and senior unsecured in a total amount of SEK 16.5 billion and capital instruments in a total amount of SEK 4.4 billion. NOBA's ability to successfully refinance its outstanding notes, or raise additional funding through the debt capital markets, depends on the conditions of the debt capital markets as well as NOBA's financial condition and creditworthiness. There is a risk that NOBA will not be able to raise additional funding in the future on for NOBA acceptable terms, or at all, which could have a material adverse effect on NOBA's financial position and results.

NOBA sources part of its funding in the wholesale markets through issuing notes on the asset-backed securities ("ABS") and mortgage-backed securities ("MBN") markets as well as through warehouse funding facilities with international banks secured primarily by portfolios of personal loans, mortgage loans or equity release mortgages. The availability of ABS/MBN and/or warehouse funding depends on a variety of factors, including the credit quality of NOBA's assets securing the ABSs/MBNs or warehouse funding facilities, market conditions, the general availability of credit, NOBA's ability to raise funding through other sources, the volume of trading activities, the overall availability of credit to the financial services industry and rating agencies' assessment of NOBA's ABSs/MBNs. These and other factors could limit NOBA's ability to obtain funding through ABSs/MBNs and warehouse funding facilities, which could adversely affect NOBA's ability to maintain or grow its loan portfolio as well as its net interest margin.

Failure to manage these or any other risks relating to the cost and availability of funding could adversely affect NOBA's ability to maintain or grow its loan portfolio and have an adverse effect on NOBA's financial position and results of operations.

Exposure to currencies

NOBA operates in Sweden, Norway, Finland, Denmark, the Netherlands, Spain, Ireland and Germany. As a result, NOBA generates income in SEK, NOK, EUR and DKK. However, NOBA's reporting currency is SEK while the Branch's reporting currency is NOK and, as a consequence, NOBA is exposed to currency translation risk to the extent that its assets, liabilities, incomes and expenses are denominated in currencies other than SEK and NOK as well as the translation risk arising from the reporting currency mismatch between the Branch and NOBA. Consequently, there is a risk that increases and decreases in the value of the SEK versus NOK, EUR and DKK and NOK versus SEK, EUR and DKK will affect the amount of these items in NOBA's consolidated financial statements, even if their value has not changed in the original currency. As of 31 March 2024, NOBA's net exchange rate exposure amounted to NOK 155 million, EUR 1 million and DKK 18 million.

Fluctuations in currencies, particularly the SEK/NOK/EUR/DKK exchange rates, thus have a significant impact on NOBA's operating profits and cash flows.

Interest rate risk

NOBA is subject to interest rate fluctuations. Changes in interest rate levels, yield curves and spreads could affect NOBA's lending and deposit spreads. NOBA is exposed to changes in the spread between the interest rates payable by it on deposits or its funding costs, and the interest rates that it charges on loans to its customers as well as interest rates that are applicable to its other assets. While the interest rates payable by NOBA on deposits and other funding and the interest rates that it charges on loans to customers are primarily variable, there is a risk that NOBA will not be able to re-price its variable rate assets and liabilities at the same time, giving rise to re-pricing gaps in the short or medium term. Such delays in re-pricing loans given to its customer can, *inter alia*, occur due to NOBA having an obligation to notify customers in advance of increases in interest rates. Changes in the competitive environment could also affect spreads on NOBA's lending and deposits. As discussed above (see further "*Risks relating to the current macroeconomic environment*"), in 2023, central banks in general have increased interest rates, which consequently have led to increases in market interest rates. The increase in interest rates has also affected NOBA's funding costs. To the extent NOBA is unable to adjust its interest rates on the loan products it offers, the increased funding costs will likely adversely affect NOBA's net interest margin, which would have an adverse effect on NOBA's net earnings.

NOBA's equity release mortgages are all variable-rate loans based on 3-month STIBOR and interest is capitalised through the life-time of the loan. Higher than expected rates of 3-month STIBOR would therefore result in greater interest capitalisation, increasing the risk of the loan amount being greater than the sales proceeds of the property and in turn resulting in credit losses. Due to the high level of consumer indebtedness in the Nordic region being primarily related to a high amount of real estate mortgage loans, increases in the interest rates on mortgage loans in the Nordic countries in general could also lead to decreased demand for NOBA's lending products and a negative impact on NOBA's customers' ability to service their debts due to an increase in mortgage loan default rates, which could adversely affect NOBA's results of operations and loan impairment levels.

In 2023, NOBA's interest payments received and interest expenses paid totalled SEK 11,507 million and SEK 3,514 million, respectively. Interest rate risks thus present a significant risk to NOBA's cost levels, financial position and results of operations.

Risks related to credit ratings

As of the date of this Base Prospectus, NOBA is rated BBB (long-term) and N3 (short-term) by Nordic Credit Rating AS ("NCR"). NCR is established in the European Union and registered under Regulation (EC) No. 1060/2009 (as amended). Since NOBA is dependent upon the debt capital markets as a source of debt capital, any downgrade of NOBA's credit rating would likely increase NOBA's borrowing costs, adversely affect its liquidity position, limit its access to the debt capital markets, undermine confidence in and the competitive position of NOBA, and/or limit the range of counterparties willing to enter into transactions with NOBA. The degree to which the risks related to a potential downgrade of NOBA's credit rating may affect NOBA is uncertain and presents a significant risk to the Issuer's financial position.

Goodwill from the acquisition of Bank Norwegian may need to be impaired

In connection with NOBA's acquisition of Bank Norwegian in 2021, a purchase price allocation analysis was prepared, in which Bank Norwegian's identifiable assets and liabilities are valued at fair value. The difference

between this fair value and the consideration paid to the sellers of Bank Norwegian is recognised as goodwill on the consolidated balance sheet. Goodwill is not amortised. Instead, an impairment loss is recognised as needed. Impairment testing is carried out at least once per year and as soon as there are indications that the carrying amount exceeds the recoverable amount. A possible impairment loss related to the acquisition of Bank Norwegian could have a material adverse effect on the Issuer's balance sheet as well as income statement and total value.

Legal and regulatory risks

Risks relating to regulatory requirements and regulatory changes

NOBA's operations are subject to legislation, regulations, codes of conduct and government policies and general recommendations in the jurisdictions in which it operates and in relation to the products it markets and sells. NOBA, as a Swedish bank, is subject to supervision by the Swedish FSA with regard to, among other things, capital adequacy, including capital ratios and liquidity rules as well as rules on internal governance and control (with several of such requirements applying also on a consolidated level for NOBA). The Swedish FSA is responsible for supervision of NOBA on a consolidated level, while the Norwegian FSA has supervisory responsibilities for the Branch on a standalone basis with respect to those parts of Norwegian legislation that applies to branches such as e.g. compliance with Norwegian anti-money laundering legislation. Moreover, NOBA is subject to supervision of the local FSAs with respect to such operations that are subject to local laws in each of those geographical markets where NOBA conducts cross-border activities.

In addition, as for any provider of financial services to consumers, NOBA's offering is occasionally reviewed by consumer authorities. In Sweden, the Swedish Consumer Agency (Sw. *Konsumentverket*) safeguards the interests of consumers and monitors consumer interests and the Swedish Authority for Privacy Protection (Sw. *Integritetsskyddsmyndigheten*) works to protect the privacy of private individuals. The same applies in Norway, where the Norwegian Consumer Council (No. *Forbrukerrådet*) and Consumer Authority (No. *Forbrukertilsynet*) monitors and safeguards the interests of consumers and the Norwegian Data Protection Authority (No. *Datatilsynet*) works to protect the privacy of individuals. Since NOBA conducts its operations on a cross-border basis in the other Nordic countries, Germany, the Netherlands, Ireland and Spain, consumer agencies and councils in these countries have jurisdiction over certain aspects of NOBA's business, including marketing and selling practices, advertising, general terms of business and legal debt collection operations.

NOBA is also subject to directly applicable EU regulations and EU directives that are implemented through local legislation. Significant failures to comply with applicable laws and regulations could expose NOBA to sanctions from the Swedish FSA or other regulators, monetary fines and other penalties, damages and/or the voiding of contracts and affect NOBA's reputation. Ultimately, NOBA's banking licence, on which NOBA's operations are highly dependent, could be revoked. The loss or suspension of its licence would require NOBA to cease its banking operations which would have an adverse effect on NOBA's business, financial condition and results of operations.

NOBA's subsidiary Svensk Hypotekspension AB ("**SHP**") has a mortgage credit company (Sw. *bostadskreditinstitut*) licence issued by the Swedish FSA and SHP is obliged to follow Swedish rules and regulations applicable to mortgage credit companies. Failure to do so could lead to the Swedish FSA imposing sanctions on SHP similar to those discussed in relation to NOBA above. In case of material violations, the Swedish FSA can, as an ultimate measure, revoke SHP's licence. The Swedish FSA may also issue remarks and warnings, which may be combined with monetary fines. Any such sanction could have an adverse effect on NOBA's business, financial condition and results of operations.

There have been several legislative developments during the past years that affect NOBA's operations and this legislative development is expected to continue. For example, a new Financial Contracts Act aiming at improving protection for borrowers in the consumer loan market entered into force in January 2023 in Norway and the Swedish FSA has previously published new guidelines relating to the provision of consumer credits (including in respect of the credit assessment process). The Swedish government has presented a memorandum (Fi2024/00174) proposing to limit the right to deduct interest expenses for loans that are unsecured and do not meet certain requirements. The amendments are proposed to come into force on 1 January 2025, and may make it less attractive for consumers to take out unsecured personal loans, which could affect NOBA's operating profit. Also, the Swedish Government have published an Official Report (SOU 2023:38) on regulatory proposals to prevent risky lending, including stricter rules on moderate marketing and creditworthiness assessments and caps on interest rates and costs. The new requirements are proposed to enter into force on 1 January 2025.

Many of the regulatory requirements that apply to NOBA are based on EU regulations, which often are implemented with national modifications and different timing in the Nordic market. Among other things, NOBA will have to comply with the Digital Operational Resilience Regulation (EU) 2022/2554 from 17 January 2025, which sets out comprehensive requirements on management of information and communication technology risks

and incidents, including testing of digital operational resilience and oversight of critical third-party providers. The Second Consumer Credit Directive (Directive (EU) 2023/2225/EC replacing Directive 2008/48/EC) shall be implemented by 20 November 2026 and is expected to significantly affect NOBA's operations in several areas, including with regards to customer information, new rules of conduct and caps on interest rates and costs. Further, the new legislative package of AML rules, including a new regulation and a new directive, is also expected to have a major impact on NOBA's operations. The revised set of AML rules is not finalised and has not gone through the EU legislative process and is therefore still subject to change, but is expected to enter into force during 2024.

In addition, NOBA's operations are affected by the new interest rate cap regulations Finland (15 per cent plus a reference interest published by the Bank of Finland biannually) applicable from 1 October 2023. Furthermore, there are limited opportunities in Finland for lenders to charge consumer fees in respect of credit costs other than interest. Stricter regulatory restrictions on the advertising and marketing of consumer credits were also imposed from 1 October 2023. Although the effects of the new legislation are not yet completely noticeable, there is a risk that the regulation will have a negative impact on NOBA's interest rate level and ability to offer consumer credit. Such effects could have a negative impact on NOBA's loan portfolio, revenue and results of operations. NOBA is unable to predict with certainty what regulatory changes can be imposed in the future as a result of regulatory initiatives in the countries in which NOBA operates. Such changes risk having a material adverse effect on, among other things, NOBA's product range and activities, the sales and pricing of NOBA's products as well as NOBA's profitability and capital adequacy and can give rise to increased costs of compliance. In addition, there is a risk that NOBA misinterprets or misapplies applicable laws and regulations (current, new and amended), especially due to the increasing quantity and complexity of legislation. Any significant misinterpretations of applicable laws or regulations may lead to adverse consequences for NOBA.

Furthermore, since NOBA is a niche loan provider, adverse changes in the regulatory environment could have a greater negative impact on NOBA's business, financial condition and results of operations as compared to, for example, full-service banks, which have a more diversified product offering. NOBA incurs, and expects to continue to incur, significant costs and expenditures, to comply with the increasingly complex regulatory environment. The degree to which any negative consequences related to managing these legal and regulatory risks is uncertain and present a highly significant risk to NOBA's reputation and business.

Regulatory capital and liquidity requirements

NOBA is subject to capital adequacy and liquidity regulations, which aim to put in place a comprehensive and risk-sensitive legal framework to ensure enhanced risk management among financial institutions. These regulations are regularly reviewed and amended by the Basel Committee on Banking Supervision and by the EU. Regulations which have impacted NOBA and are expected to continue to impact NOBA currently include, among others, the Basel III framework, the EU Capital Requirements Directive 2013/36/EU ("CRD IV"), as amended by Directive (EU) 2019/878 ("CRD V"), and the EU Capital Requirements Regulation 11(99) (EU) No. 575/2013 ("CRR"), as amended by Regulation (EU) 2019/876 ("CRR II") and, as a response to the COVID-19 pandemic, by Regulation (EU) 2020/873. CRR and CRD IV are supported by a set of binding technical standards developed by the European Banking Authority ("EBA"). NOBA is subject to liquidity requirements, including Liquidity Coverage Ratio requirements and Net Stable Funding Ratio requirements, in its capacity as a credit institution supervised by the Swedish FSA, including a statutory requirement to maintain sufficient liquidity to enable it to discharge its obligations as they fall due. The Swedish FSA has issued regulations on liquidity, such as FFFS 2014:21 and FFFS 2010:7, which NOBA needs to comply with.

The capital adequacy framework includes, *inter alia*, minimum capital requirements for the components in the capital base with the highest quality, common equity tier 1 ("CET1") capital, additional tier 1 capital and tier 2 capital. CRR II also introduces a binding leverage ratio requirement (i.e. a capital requirement independent from the riskiness of the exposures, as a backstop to risk-weighted capital requirements) for all institutions subject to CRR. In addition to the minimum capital requirements, CRD IV provides for further capital buffer requirements that are required to be satisfied with CET1 capital. Certain buffers may be applicable to NOBA as determined by the Swedish FSA. There may also be additional capital requirements in the form of Pillar 2 requirements or Pillar 2 guidance, which are determined as part of the Swedish FSA's supervisory review and evaluation process (SREP) and is a bank-specific recommendation. The Pillar 2 guidance is formally non-binding, but the SREP assessment may be complemented by other supervisory measures. The Swedish FSA has various options at its disposal, including e.g. the issuance of fines and sanctions, directives to order an institution to reduce its exposure to risk, raise more capital, hold more liquidity or improve its governance or risk management.

The countercyclical buffer rate is a capital requirement which varies over time and is to be used to support credit supply in adverse market conditions. During the beginning of the COVID-19 pandemic in 2020, the Swedish FSA and its Nordic counterparties lowered the countercyclical buffer rate to release capital in the financial system. The

Swedish FSA, the Norwegian Central Bank and the Danish FSA have since raised the countercyclical buffer rates to 2.5% in March 2023, the Swedish FSA raised the countercyclical buffer rate to a neutral 2% during June 2023 and the German FSA raised the countercyclical buffer to 0.75% in February 2023. The changes to the countercyclical buffer rate have had an impact on NOBA's overall capital requirements.

Norwegian banks are subject to a systemic risk buffer ("SyRB") requirement decided by the Norwegian Ministry of Finance (as advised by the Norwegian Central Bank). The requirement was initially set to 3% of total risk exposure amount but will from end of year 2023 be set to 4.5% of the credit risk exposure amount that stems from Norwegian exposures. The Norwegian SyRB was reciprocated by the Swedish FSA in October 2022, which means that the Norwegian SyRB applies to Swedish banks with Norwegian exposures above a materiality threshold. The threshold was set to 32 bn NOK risk exposure amount, as recommended by the European Systemic Risk Board, (ESRB). NOBA's Norwegian exposures do not exceed this threshold.

In March 2023 the ESRB, on the request of the Norwegian Ministry of Finance, lowered its recommended materiality threshold to 5 bn NOK risk exposure amount. The Swedish FSA reciprocated the Norwegian Ministry of Finance decision to maintain a 4.5 percent systemic risk buffer for exposures in Norway in June 2023. Therefore, the Norwegian systemic risk buffer requirement has become applicable to NOBA for the Norwegian exposure starting from and including 31 December 2023.

A breach of the combined buffer requirements (including the countercyclical buffer mentioned above) is likely to result in restrictions on certain discretionary capital distributions by NOBA, for example dividend and coupon payments on CET1 and tier 1 capital instruments. However, NOBA is not currently considered to be systemically important institution and is thus not subject to the buffer requirement for systemically important institutions, nor is NOBA subject to the systemic risk buffer requirements. It is however possible that NOBA will be designated a systemically important institution (in which case buffer requirements can apply also to NOBA) or subject to SyRB requirements in the future (see also below regarding Norwegian SyRB requirements and potential effects of the acquisition of Bank Norwegian on the supervision of, and the regulatory requirements applicable to, NOBA).

The conditions of NOBA's business as well as external conditions are constantly changing and the full set of capital adequacy rules applicable to Swedish financial institutions continues to evolve. For the foregoing reasons, NOBA and/or any other entity within its consolidated situation can be required to raise regulatory capital in the future. Such capital, whether in the form of debt financing, hybrid capital or additional equity, is not always available on attractive terms, or at all.

Serious or systematic deviations by NOBA from the above regulations would most likely lead to the Swedish FSA determining that NOBA's business does not satisfy the statutory soundness requirement for credit institutions and their consolidated situation and thus imposing sanctions on the relevant entity or entities within NOBA. Further, any increase in the capital and liquidity requirements could have a negative effect on NOBA's liquidity (should its revenue streams not cover continuous payments to be made under its issued capital), funding (should it not be able to raise funding on attractive terms, or at all), financial condition (should liquidity and funding be negatively affected) and results of operations (should its costs increase). The degree to which regulatory capital and liquidity requirements risks may affect NOBA is uncertain and presents a highly significant risk to NOBA's funding and liquidity position.

The Swedish FSA categorises credit institutions into different supervisory categories based on e.g. an institution's systemic importance and the extent of any cross-border activities, taking into account the credit institution's size, structure and internal organisation, as well as the nature, scope and complexity of its activities. The merger with Bank Norwegian has resulted in NOBA becoming significantly larger, and the Swedish FSA may change the supervisory category applicable to NOBA (or otherwise change the supervision practice applied vis-à-vis NOBA) which could result in e.g. higher frequency and scope of supervisory actions. Further, as stated above, there is a risk that NOBA becomes subject to additional capital and liquidity requirements in the future.

In April 2019, Regulation (EU) 2019/630 of the European Parliament and of the Council of 17 April 2019 amending the CRR as regards minimum loss coverage for non-performing exposures (**NPL Backstop**) entered into force requiring financial institutions, such as NOBA, to make deductions from its CET1 capital to cover for non-performing loans ("NPLs") on its regulatory balance sheet and effectively hold increased capital in the future for certain NPL exposures. In the aftermath of the COVID-19 pandemic, the European Commission issued an action plan intended to prevent a future build-up of NPLs. On 13 December 2021, the EBA followed up the action plan with proposed amendments to the regulatory technical standards on credit risk adjustments supplementing the CRR, relating to the calculation of risk weight of defaulted exposures. The amendments change the recognition for Article 127(1) of the CRR of credit risk adjustments to account for the transaction price upon a sale of an NPL.

The degree to which the above requirements may affect NOBA is uncertain and presents a risk to, among other things, NOBA's financial condition and composition of funds.

Anti-money laundering, counter-terrorism financing and fraudulent behaviour

Counteracting money laundering and terrorist financing is a highly prioritised area within the EU and the regulatory framework is continuously updated to prevent the financial system from being used for money laundering and terrorist financing. Criminal activity within the banking industry, in which NOBA operates, has been increasingly uncovered in recent years. This area, not least the issue of money laundering has received particularly intense media scrutiny in the last few years. NOBA is, as a bank, subject to a regulatory framework which requires it to take measures to counteract money laundering and terrorist financing within its operations. There is a risk that NOBA's procedures, internal control functions and guidelines to counteract money laundering and terrorist financing are not sufficient or adequate to ensure that NOBA complies with the regulatory framework. This may result from, for example, insufficient procedures, internal control functions or guidelines, or errors by employees, suppliers or counterparties, which risk resulting in a failure to comply with the anti-money laundering regulatory framework. Failure to comply with the requirements could result in legal implications. As such, the Group is subject to thematic reviews from time to time, which supervisory authorities carry out in the ordinary course. As an example, in 2021, the Norwegian Financial Supervisory Authority initiated a thematic review with regards to sanction screening practices in which the Branch, among others, participated. The review has not yet been completed.

If NOBA would become subject to material sanctions, remarks or warnings and/or fines imposed by the Swedish or Norwegian FSA, this would cause significant, and potentially irreparable, damage to the reputation of NOBA and, as a result, NOBA's business, financial position and results of operations can be adversely affected. NOBA's operations are contingent upon NOBA's banking licence, thus making such consequences a significant risk for NOBA. The degree to which non-compliance with anti-money laundering may affect NOBA is uncertain and presents a significant risk to NOBA's reputation, financial condition and results of operations. There is also a risk of fraudulent activities affecting NOBA's operations, e.g., loans applied for in someone else's name or unauthorised transactions, which may result in NOBA having to refund transactions or write off loans.

The extent to which NOBA may be affected by non-compliance with anti-money laundering, counter-terrorism financing and fraudulent behaviour is uncertain and represents a significant risk to NOBA's reputation, financial condition and results of operations.

The Bank Recovery and Resolution Directive

NOBA is subject to the Bank Recovery and Resolution Directive (2014/59/EU) ("BRRD") (which was amended by Directive (EU) 2019/879 ("BRRD II") on 27 June 2019 where most of the new rules in BRRD II started to apply mid-2021). The BRRD legislative package establishes a framework for the recovery and resolution of credit institutions and, *inter alia*, requires EU credit institutions (such as NOBA) to produce and maintain recovery plans setting out the arrangements that are to be taken to restore the long-term viability of the institution in the event of a material deterioration of its financial condition.

The BRRD contains a number of resolution tools and powers which may be applied by the resolution authority (in Sweden, the Swedish National Debt Office (Sw. *Riksgälden*) and the Norwegian FSA in Norway) upon certain conditions for resolution being fulfilled. These tools and powers (used alone or in combination) include, *inter alia*, a general power to write-down all or a portion of the principal amount of, or interest on, certain eligible liabilities, whether subordinated or unsubordinated, of the institution in resolution and/or to convert certain unsecured debt claims including the Notes into other securities, which securities could also be subject to any further application of the general bail-in tool. This means that most of such failing institution's debt (including any Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes) could be subject to write-down and/or conversion, except for certain classes of debt, such as certain deposits and secured liabilities. In addition to the power to write-down and/or convert debt when the conditions for resolution have been fulfilled, the BRRD provides for relevant authorities to have the power, before any resolution action is taken, to permanently write-down or convert into equity certain capital instruments at the point of non-viability (including any Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes). Ultimately, the authority has the power to take control of a failing institution and, for example, transfer the institution to a private purchaser or to a publicly controlled entity pending a private sector arrangement. All these actions can be taken without any prior shareholder (or other) approval.

Certain institutions subject to the BRRD are required to hold debt instruments in addition to what is otherwise required under the capital requirements in order to ensure that there is a sufficient amount of own funds and debt instruments available for write-down and/or conversion for the authorities to be able to use the bail-in tool referred to above. Such debt instruments may further be required to be subordinated to an institution's senior debt. NOBA

is currently not subject to any of these requirements. It cannot be ruled out that these or similar requirements will apply also to NOBA in the future. Such requirements could have a negative effect on e.g. NOBA's liquidity, funding (including by requiring NOBA or any other relevant entity in the Group to issue Senior Preferred Notes and/or Senior Non-Preferred Notes), financial condition and results of operations.

It is not possible to predict exactly how the powers and tools of the Swedish authorities described in the BRRD, as implemented in Sweden by, *inter alia*, the Resolution Act (Sw. *Lag (2015:1016) om resolution*), will affect NOBA or the noteholders. The powers and tools given to the Swedish and Norwegian authorities are numerous and the exercise of any of those powers or any suggestion of such exercise would, therefore, materially adversely affect the rights of the noteholders (should the Notes be written-down or converted to other securities), the price or value of the Notes at their nominal amount) and/or the ability of NOBA to satisfy its obligations under the Notes (should the resolution authority take control over NOBA in certain scenarios). Accordingly, the degree to which amendments to BRRD or application of BRRD may affect NOBA is uncertain and presents a highly significant risk to NOBA's funding and compliance costs.

Risks relating to changes to legislation concerning debt collection

NOBA's recoveries on non-performing loans depend primarily on the effectiveness of the legal debt collection systems, including laws and case law regarding debt collection, debt restructuring and personal bankruptcy, in the countries in which it operates. Recoveries are also dependent on the commitment by and the efficiency of NOBA's third-party debt collection partners. One of the main tools available to NOBA to collect on non-performing loans are wage garnishment, and changes that cause a significant deterioration for lenders to the wage garnishment system in NOBA's geographical markets would adversely affect NOBA's ability to collect on its past due loans. NOBA's ability to collect on its past due loans could also be adversely affected by changes in debt restructuring or personal bankruptcy laws if, for example, other creditors are granted priority over personal loan providers in restructurings or bankruptcies.

NOBA's business could also be adversely affected by changes in laws regarding statutes of limitations on debt collection. In Sweden, Norway and Denmark the statute of limitations for debt collection is ten years and it can be renewed through acknowledgement of the debt by the customer (usually through payment), the creditor making a claim in writing or otherwise notifying the debtor in writing, or through legal action. In Finland, the absolute statute of limitations for debt collection is 15 years from the first collection effort. There is a risk that the statute of limitations on debt collection can be shortened, or the ability to extend the statute of limitations can be restricted or abolished, in the countries in which NOBA operates, which would adversely affect NOBA's ability to collect from defaulting customers.

The degree to which the aforementioned legislation changes may affect NOBA is uncertain and presents a significant risk to NOBA's cost levels and results of operations.

Risks relating to the Payment Services Directive

Following the merger with Bank Norwegian, NOBA is considered a payment service provider as defined in the Payment Services Directive ("PSD2") (Directive (EU) 2015/2366) due to the payment services conducted from the Branch. PSD2 stipulates, *inter alia*, that a bank is obliged to provide open access to payment account information to third-party providers ("TPPs") at the request of its customers. This means that customers have the right to receive their data from their bank in a format that is easy for the TPPs to input and process, typically through application programming interfaces ("API's"). PSD2 also requires strong customer authentication of customers when they are, *inter alia*, accessing their payment accounts online and initiating payments online. Due to the relatively complex regulatory landscape and group structure of NOBA, where NOBA is responsible under Swedish implementation of PSD2 and Swedish FSA supervision of payment services provided from a non-EU member state to several EU member states on a cross-border basis, there is a risk that NOBA's measures to comply with the rules in PSD2 and other payment related regulations are insufficient. The Swedish Government has recently commissioned the Swedish FSA to report on the supervision of PSP's application of the anti-fraud provisions in the Payment Services Act (Sw. *lagen (2010:751) om betaltjänster*). The Swedish FSA shall provide its report to the Swedish Ministry of Finance no later than 31 May 2024.

Risks relating to changes in accounting standards

From time to time, the International Accounting Standards Board (the "IASB"), the EU and other regulatory bodies change the financial accounting and reporting standards that govern the preparation of NOBA's financial statements. These changes are sometimes difficult to predict and could materially impact how NOBA records and reports its results of operations and financial condition. There is a risk that changes in accounting standards have an adverse effect on NOBA's financial reporting, and thereby its results of operations and financial condition.

For example, in July 2014, the IASB issued a new accounting standard, International Financial Reporting Standard 9 (Financial Instruments) (“**IFRS 9**”), which became effective from 1 January 2018 and replaced IAS 39. IFRS 9 provides principles for classification of financial instruments, and provisioning for expected credit losses which are mandatory, and therefore fully implemented by NOBA, as of 1 January 2018. As a group offering consumer lending products, provisions for expected credit losses are important for NOBA in relation to its exposure to default and expected credit losses. However, recognition and measurement of financial instruments as regulated in IFRS 9 is a complex area with significant judgement to determine the loan loss provisions. Therefore, changes in assessments of the provisioning can have a material impact on the result and the capital ratios. As a result of applying IFRS 9, allowances for credit losses increased by SEK 177 million for NOBA as of 1 January 2018. The impact on equity was SEK 138 million. The increase in allowances for credit losses was driven by the IFRS 9 requirement to also hold provisions for assets without a significant increase in credit risk (stage 1 as defined in the IFRS 9 standard) as opposed to IAS 39 that requires provisions for losses incurred. Accordingly, new IFRS and other financial accounting and reporting standards may have a significant impact on NOBA’s results and financial position.

EU General Data Protection Regulation

As a financial group aimed primarily at individuals, NOBA processes large quantities of personal data on its customers. Such processing of personal data is subject to extensive regulation and scrutiny following the implementation of GDPR, as of 25 May 2018. Any administrative and monetary sanctions (including administrative fines of up to (i) the higher of EUR 20 million or (ii) four per cent. of NOBA’s total global annual turnover) or reputational damage due to incorrect implementation or breach of the GDPR would adversely impact NOBA’s business, financial condition and results of operations. The degree to which non-compliance with applicable requirements may affect NOBA is uncertain and presents a significant risk to NOBA’s operations and reputation.

Disputes and legal proceedings

From time to time, NOBA may be subject to legal proceedings, claims and disputes in jurisdictions where it is active. NOBA operates in a regulatory environment and business segment that exposes it to potentially significant litigation and regulatory risks caused by requirements of compliance with complex regulations and, at times, negative sentiment towards consumer lending. As a result of the litigation and regulatory risk, NOBA may in the future become involved in various disputes and legal, administrative and governmental proceedings in the Nordic region or in other jurisdictions that potentially could expose it to significant losses and liabilities. Proceedings relating to NOBA’s regulated businesses may expose it to increased regulatory scrutiny and oblige it to accept constraints that involve additional costs or otherwise put NOBA at a competitive disadvantage. Such claims, disputes and proceedings are often subject to several uncertainties and their outcomes often difficult to predict, particularly in the earlier stages of a case or an investigation. There is further a risk that the results of any investigation, proceeding, litigation or arbitration brought by private parties, regulatory authorities or governments are difficult for NOBA to predict. In addition, if an unfavourable decision were to be given against NOBA, significant fines, damages and/or negative publicity risk adversely affecting NOBA’s business, financial condition and results of operations.

The outcome of any future potential proceedings, claims and disputes may vary and are uncertain, and could adversely affect NOBA’s costs and reputation.

Tax risks

NOBA’s business and transactions, including internal transactions, are conducted in accordance with NOBA’s interpretation of applicable laws, tax treaties, regulations, case law and requirements of the tax authorities. In this regard it can inter alia be noted that NOBA in recent years has been involved in significant transactions including the acquisition of Bank Norwegian and the following merger resulting in the establishment of the Branch. Such transactions generally entail inherent tax issues to be monitored, for example, in relation to transfer pricing, exit taxation and VAT. NOBA acts with a high level of transparency in relation to the relevant tax authorities through dialogues and disclosures in tax returns. For certain issues, this may also include proactively initiating a contact with the relevant tax authorities to confirm the tax treatment. Further, NOBA seeks external advice on tax matters on a regular basis, to properly identify and monitor tax risks. There is however a risk that NOBA’s interpretation of applicable laws, tax treaties, regulations, case law or other rules or administrative practice is incorrect, or that such rules or practice will change, possibly with retroactive effect.

New legislation introducing a risk tax for credit institutions in Sweden entered into force on 1 January 2022. The risk tax is applicable for Swedish credit institutions with total liabilities at the beginning of the year, including liabilities allocated to foreign branches, exceeding a certain threshold amount which for 2024 is SEK 184 billion.

When calculating liabilities in relation to the threshold amount, liabilities in all credit institutions within the same group shall be summarized. The risk tax rate is 0.06 percent of a basis being the total liabilities at the beginning of the year exclusive of provisions, untaxed reserves and some subordinated debt. NOBA's total liabilities amounted to SEK 118,074 million as of 31 December 2023. There is a risk that the risk tax, if applicable to NOBA in the future, would increase NOBA's costs.

In 2023, NOBA's reported tax on profit totalled SEK 328 million and its effective tax rate was 21.7 per cent. NOBA's tax situation for previous, current and future years may change as a result of legislative changes such as the one mentioned, decisions made by the tax authorities or as a result of changed tax treaties, regulations, case law or requirements of the tax authorities. Such decisions or changes, potentially with retroactive effect, could have an adverse effect on NOBA's tax position, financial condition and results of operations.

RISKS RELATING TO NOTES

Risks relating to Notes

Credit risks

If the Issuer's financial position deteriorates it is likely that the credit risk associated with Notes will increase as there would be an increased risk that the Issuer cannot fulfil its obligations under such Notes. The Issuer's financial position is affected by numerous risk factors, some of which have been outlined above in the section "*Finance risks*". An increased credit risk can result in the market pricing Notes with a higher risk premium, which can adversely affect the value of such Notes. Another aspect of the credit risk is that a deteriorated financial position can result in a lower credit worthiness, which can affect the Issuer's ability to refinance Notes and other existing debt, which in turn can adversely affect the Issuer's operations, result and financial position.

Structural subordination and dependence on upstreaming of funds

NOBA's business primarily consists of providing personal loans, mortgage loans, equity release mortgage loans and credit card services. The loans provided by NOBA in its loans are held by, and funded in, the Issuer's subsidiaries. Such subsidiaries have generally created security over such loans in favour of their respective funding partners as security for such funding. The Issuer is reliant on the financial performance of its subsidiaries and their ability to make dividend distributions and other payments, to enable it to meet its payment obligations (including making payments under Notes). All subsidiaries are legally separate and distinct from the Issuer and have no obligation to pay amounts due with respect to the Issuer's obligations and commitments or to make funds available for such payments. Group contributions, dividend distributions or other financial flows may also be limited due to tax constraints making financial transfers more difficult or expensive. No present or future subsidiary, or other member of the Group, will guarantee or provide any security for the Issuer's obligations under Notes. As mentioned above (see "*Regulatory capital and liquidity requirements*"), there may also be regulatory limitations in certain situations to make dividend distributions, which may apply to NOBA.

The Issuer is not prohibited from issuing further debt, which may rank *pari passu* or with priority to Notes

There is no restriction on the amount or type of debt that the Issuer (or any other company in the Group) may issue or incur that ranks *pari passu* or with priority to Notes. There are no limitations on security in the General Terms and Conditions which limit the ability of the Issuer to provide security for other debt obligations, other than in respect of debt instruments issued by the Issuer which are or are intended to be quoted, listed, traded or otherwise admitted to trading on a regulated market (excluding covered bonds). The incurrence of any debt ranking with priority to Notes and/or being secured may reduce the amount recoverable by Noteholders in the event of the voluntary or involuntary liquidation, resolution or bankruptcy of the Issuer.

Events of Default in respect of Senior Loans

Certain Events of Default in respect of Senior Loans apply to the Issuer, as well as to Material Group Companies (but not to other Group Companies). Group Companies which are asset-backed finance special purpose companies are excluded from the definition of 'Material Group Company' (and, as of the date of this Base Prospectus, the definition of 'Material Group Company' comprises NOBA Holding, NOBA Group and the Issuer). Thus, the Events of Defaults (including the cross-default/cross-acceleration and insolvency Events of Default) do not apply in respect of such special purpose companies, meaning that Noteholders would not be entitled to accelerate Senior Notes by reference to circumstances attributable to such special purpose companies. Further, the cross-default/cross-acceleration Event of Default does not apply in respect of financial indebtedness owed by a Material Group Company to another Group Company.

Change of Control Event in respect of Senior Loans

A new owner could, directly or indirectly, acquire fifty per cent or more of the shares in the Issuer or otherwise, directly or indirectly, establish control over fifty per cent or more of the shares and/or votes in the Issuer. In respect of Senior Notes, such event would not constitute a Change of Control Event (which entitles each Noteholder to request that its Senior Notes be repurchased by the Issuer), if the new owner is approved as owner of the Issuer in an ownership assessment conducted by the Swedish FSA or if the Noteholders approve such change in accordance with the General Terms and Conditions. In respect of Subordinated Notes, such event would not give rise to any additional rights of the Noteholders (irrespective of whether it constitutes a Change of Control Event or not). A change in the direct or indirect ownership of the Issuer could adversely affect the Issuer's operations, result and financial position and/or the market value or liquidity of the Notes.

Interest rate risk

Notes with a fixed interest rate bear interest at a fixed rate until the Maturity Date for such Notes. During that time, holders of Notes with fixed interest rate are exposed to the risk that the price of such Notes may fall because of changes in the market yield. While the nominal interest rate (i.e. the coupon) of Notes with fixed interest rate is fixed until the Maturity Date for such Notes, the market yield typically changes on a daily basis. As the market yield changes, the price of Notes with fixed interest rate changes in the opposite direction, i.e. if the market yield increases, the price of such Notes falls and if the market yield falls, the price of such Notes increases. There is a risk that the price of Notes with fixed interest rate is adversely affected by movements of the market yield, which will result in Noteholders losing a significant part of their investment in such Notes.

European Benchmarks Regulation

Interest payable for Notes issued under the Programme may be calculated by reference to certain benchmarks, being EURIBOR, NIBOR and STIBOR, as defined in the General Terms and Conditions. The process of the calculation of EURIBOR, NIBOR and STIBOR and other interest rate benchmarks, such as LIBOR, have been subject to legislator attention. As a result, a number of legislative measures have been taken, whereof some have been implemented and others are going to be implemented. The most important initiative on the subject matter is the so called Benchmarks Regulation that entered into force 1 January 2018 in the EU and on 20 December 2019 in Norway and which regulates the provision of a benchmark, contribution of input data for the purpose of determining a benchmark and the operation of benchmarks within the EEA.

There is a risk that the Benchmarks Regulation may affect how interest rate benchmarks are calculated. This in turn may give rise to increased volatility for some interest rate benchmarks. In addition, the increased administrative requirements and the associated regulatory risks may decrease the will of some parties to participate in the determination of interest rate benchmarks or to the fact that certain interest rate benchmarks will cease to be published entirely. If this happens to a benchmark that is applicable to Notes, i.e. EURIBOR, NIBOR or STIBOR, this may have an adverse effect on the relevant Noteholders' investment. The potential elimination of EURIBOR, NIBOR, STIBOR or any other benchmark, or changes in the manner of administration of any benchmark could require or result in an adjustment to the interest provisions of the General Terms and Conditions and relevant Final Terms for Notes through a Noteholders' Meeting in accordance with sections 12 and 13.1 of the General Terms and Conditions. The outcome of such Noteholders' Meeting cannot be determined in advance and the outcome may be detrimental to the value of the relevant Medium Term Notes. Hence, any amendment of the interest provisions presents a significant risk to the value of a Noteholder's investment. The degree to which amendments to and application of the Benchmarks Regulation and/or any cessation of interest rate benchmarks may affect Noteholders is uncertain and presents a significant risk to the return on a Noteholder's investment.

Specific risks relating to Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes

No right of set-off or counterclaim

Subject as provided in the General Terms and Conditions, in respect of Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes, no Noteholder who, in the event of the liquidation (*likvidation*) or bankruptcy (*konkurs*) of the Issuer, is indebted to the Issuer shall be entitled to exercise any right of set-off or counterclaim against moneys owed by the Issuer in respect of the relevant Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes (including any damages awarded for breach of any obligations under the General Terms and Conditions, if any are payable) held by such Noteholder, which could adversely affect the amount recovered in any liquidation (*likvidation*) or bankruptcy (*konkurs*) of the Issuer.

Senior Non-Preferred Notes rank junior to the Issuer's unsubordinated creditors

The Senior Non-Preferred Notes constitute unsecured and unsubordinated obligations, with Senior Non-Preferred Ranking, of the Issuer. If, in the event of a voluntary or involuntary liquidation (*likvidation*) or bankruptcy (*konkurs*), the assets of the Issuer are insufficient to enable the Issuer to repay the claims of more senior-ranking creditors in full, the Noteholders of Senior Non-Preferred Notes will lose their entire investment in the Senior Non-Preferred Notes. If there are sufficient assets to enable the Issuer to pay the claims of senior-ranking creditors in full but insufficient assets to enable the Issuer to pay claims arising under its obligations in respect of the Senior Non-Preferred Notes and all other claims that rank *pari passu* with the Senior Non-Preferred Notes, the Noteholders of the Senior Non-Preferred Notes will lose some (which may be substantially all) of their investment in the Senior Non-Preferred Notes. Furthermore, in the event of a voluntary or involuntary liquidation (*likvidation*) or bankruptcy (*konkurs*) of the Issuer, any payment to holders of the Senior Non-Preferred Notes may only be made after the claims of more senior-ranking creditors of the Issuer have been paid in full.

Although Senior Non-Preferred Notes may pay a higher rate of interest than comparable Notes which benefit from a preferential ranking, there is a risk that an investor in Senior Non-Preferred Notes will lose all or some of his investment should the Issuer become insolvent.

Subordination in right of payments in the event of the Issuer's bankruptcy or liquidation

The rights of Noteholders in respect of Subordinated Notes will, in the event of the liquidation (*likvidation*) or bankruptcy (*konkurs*) of the Issuer, be subordinated in right of payment to the claims of depositors and other unsubordinated creditors of the Issuer but shall rank at least *pari passu* with all other subordinated indebtedness of the Issuer (excluding creditors whose rights are expressed to rank in priority to the holders of Subordinated Notes).

Although Subordinated Notes may pay a higher rate of interest than comparable notes which are not subordinated, there is a significant risk that an investor in Subordinated Notes will lose all or some of their investment should the Issuer become insolvent or enter into liquidation or resolution.

The Issuer may redeem, substitute, or vary the terms of, Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes on the occurrence of a Capital Event, Tax Event or MREL Disqualification Event (as applicable)

The Issuer may in certain circumstances, at its option, but in each case subject to obtaining the prior consent of the Relevant Resolution Authority (in case of Senior Preferred Notes and Senior Non-Preferred Notes) or the Swedish FSA (in case of Subordinated Notes), redeem Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes upon the occurrence of a Capital Event, Tax Event or MREL Disqualification Event (as applicable) at par together with accrued interest. Upon the occurrence of a Capital Event, Tax Event or MREL Disqualification Event (as applicable), the Issuer may also substitute, or vary the terms of, Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes.

There is a risk that Noteholders will not be able to reinvest the amounts received upon redemption at a rate that will provide the same rate of return as their investments in Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes.

Call options in respect of Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes are subject to the prior consent of the Relevant Resolution Authority or the Swedish FSA (as applicable)

The market risk with an investment in notes increases the longer the term is, since it is more difficult to overview how market interest rates will develop with a longer term. The market risk also increases with a longer term since the fluctuation in the price of a note is greater for a note with a longer term than for a note with a shorter term.

Under the Final Terms for Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes, the Issuer may have the option to redeem Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes prior to their stated Maturity Date. If the Issuer considers it favourable to exercise such a call option, the Issuer must obtain the prior consent of the Relevant Resolution Authority (in case of Senior Preferred Notes and Senior Non-Preferred Notes) or the Swedish FSA (in case of Subordinated Notes).

Noteholders have no rights to call for the redemption of Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes and should not invest in such Notes with the expectation that such a call will be exercised by the Issuer. In case of Subordinated Notes, the Swedish FSA will base its evaluation of the regulatory capital position of the Issuer and certain other factors at the relevant time. There is a risk that the Relevant Resolution Authority or the Swedish FSA (as applicable) will not permit such a call or that the Issuer will not exercise such a

call. Noteholders should be aware that they may be required to bear the financial risks of an investment in Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes for a period of time in excess of the minimum period.

GENERAL TERMS AND CONDITIONS AND FORM OF FINAL TERMS

GENERAL TERMS AND CONDITIONS

The following general terms and conditions (the “**General Terms and Conditions**”) apply for Notes (as defined below) that NOBA Bank Group AB (publ)¹ (Reg. No. 556647-7286; LEI No. 21380057HUGFEAF25W84) (the “**Issuer**”) issues in the capital market under an agreement with the Dealers (as defined below) in respect of a Swedish medium term note programme (the “**Programme**”). The maximum Total Nominal Amount (as defined below) of all Loans (as defined below) outstanding under the Programme from time to time may not exceed SEK 5,000,000,000 (or the equivalent thereof in EUR or NOK), unless otherwise agreed in accordance with these General Terms and Conditions.

For each Loan (as defined below), Final Terms (as defined below) are prepared that include supplementary terms and conditions, which together with these General Terms and Conditions constitute the complete terms and conditions for the relevant Loan. Final Terms for Notes that are offered to the public will be published on the Issuer’s website (www.noba.bank) and made available at the office of the Issuer. For as long as any Notes are outstanding, the Issuer will keep the General Terms and Conditions and the Final Terms for such Notes available on its website.

1 DEFINITIONS

1.1 In the Conditions (as defined below), the following terms shall have the meaning ascribed to them below.

“**Account Operator**” means a bank or other party duly authorised to operate as an account operator (*kontoförande institut*) pursuant to the Swedish Financial Instruments Accounts Act or (*kontoförer*) pursuant to the Norwegian Financial Instruments Accounts Act and through which a Noteholder has opened a CSD Account in respect of its Notes;

“**Accounting Principles**” means the international financial reporting standards (IFRS) within the meaning of Regulation 1606/2002/EC (or as otherwise adopted or amended from time to time) as applied by the Issuer in preparing its annual consolidated financial statements;

“**Additional Tier 1 Capital**” means additional tier 1 capital (*primärkapitaltillskott*) as defined in Part Two, Title 1, Chapter 3 of the CRR and/or any other Applicable Banking Regulations;

“**Additional Tier 1 Instrument**” means any debt instrument of the Issuer that complies with the requirements under Applicable Banking Regulations in relation to Additional Tier 1 Capital;

“**Adjusted Loan Amount**” means, with respect to a specific Loan, the Total Nominal Amount of outstanding Notes excluding Notes held by the Issuer, any Group Company and any Affiliate of the Issuer or any Group Company, irrespective of whether such person is directly registered as owner of such Notes;

“**Administrative Agent**” means (i) if a Loan is raised through two or more Issuing Houses, the Issuing House appointed by the Issuer to be responsible for certain administrative tasks in respect of the Loan as set out in the relevant Final Terms; and (ii) if a Loan is raised through only one Issuing House, the Issuing House;

“**Affiliate**” means (i) an entity controlling or under common control with the Issuer, other than a Group Company, and (ii) any other person or entity holding any Notes (irrespective of whether such person is directly registered as owner of such Notes) that has undertaken towards a Group Company or an entity referred to in item (i) to vote for such Notes in accordance with the instructions given by a Group Company or an entity referred to in item (i). For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through ownership of voting securities, by agreement or otherwise;

“**Applicable Banking Regulations**” means the laws, regulations, requirements, guidelines and policies relating to capital adequacy applicable to the Issuer or the Group, as the case may be, including, without limitation to the generality of the foregoing, CRD and any other laws, regulations, requirements, guidelines and policies relating to capital adequacy as then applied in Sweden by the Swedish FSA

¹ On 7 June 2023, the Issuer completed a change of company name from Nordax Bank AB (publ) to NOBA Bank Group AB (publ).

(whether or not such requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Issuer or the Group);

“**Applicable MREL Regulations**” means the laws, regulations, requirements, guidelines and policies giving effect to any MREL Requirement or any successor regulations applicable to the Issuer or the Group, as the case may be, including, without limitation to the generality of the foregoing, CRD and BRRD (whether or not such requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Issuer or the Group, as the case may be);

”**Base Rate**” means in regards to Loans with floating rate, the base rate STIBOR, NIBOR or EURIBOR as described in the Final Terms or any reference rate replacing STIBOR, NIBOR or EURIBOR in accordance with Clause 14 (*Replacement of Base Rate*);

“**BRRD**” means Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as implemented in Sweden, unless the context otherwise requires, and including as amended by Directive 2019/879/EU of the European Parliament and of the European Council of 20 May 2019 and as further amended or replaced from time to time;

“**Business Day**” means in respect of Notes denominated in EUR and SEK, a day which is not a Sunday or other public holiday in Sweden or which is not treated as a public holiday for the purpose of payment of promissory notes (Saturdays, Midsummer’s Eve (*midsommarafton*), Christmas Eve (*julafton*) and New Year’s Eve (*nyårsafton*) shall be deemed public holidays), and in respect of Notes denominated in NOK, a day which is not a Sunday or other public holiday in Norway or which is not treated as a public holiday for the purpose of payment of promissory notes and on which VPS is open for business in accordance with the VPS Rules;

“**Capital Event**” means, at any time on or after the Issue Date for a Subordinated Loan, a change in the regulatory classification of the relevant Subordinated Notes that would be likely to result in the exclusion of such Notes, in whole or in part, from the Tier 2 Capital of the Issuer and/or the Issuer Consolidated Situation or the reclassification of such Notes, in whole or in part, as a lower quality form of regulatory capital of the Issuer and/or the Issuer Consolidated Situation, provided that (a) the Swedish FSA considers such a change to be sufficiently certain and (b) the Issuer demonstrates to the satisfaction of the Swedish FSA that such change was not reasonably foreseeable at the Issue Date, and provided that such exclusion or reclassification is not a result of any applicable limitation on the amount of such Tier 2 Capital contained in the Applicable Banking Regulations;

“**Change of Control Event**” means an event or a series of events resulting in one person (or several persons who (i) are, in respect of individuals, related; (ii) are, in respect of legal entities, members of the same group; or (iii) act or have agreed to act in concert), other than person(s) approved as owner(s) of the Issuer in an ownership assessment conducted by the Swedish Financial Supervisory Authority (*Finansinspektionen*), directly or indirectly acquiring fifty (50) per cent or more of the shares in the Issuer, or otherwise, directly or indirectly, establishing control over fifty (50) per cent or more of the shares and/or votes in the Issuer, except where the Noteholders have approved such event or series of events in accordance with Clause 12.12;

“**Conditions**” for a particular Loan, means these General Terms and Conditions and the Final Terms for such Loan;

“**Covered Bonds**” means covered bonds (*säkerställda obligationer*) issued pursuant to the Swedish Covered Bond Issuance Act (*lag (2003:1223) om utgivning av säkerställda obligationer*);

“**CRD**” means the legislative package consisting of the CRD Directive, the CRR and any CRD Implementing Measures;

“**CRD Directive**” means Directive 2013/36/EU on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms of the European Parliament and of the Council of 26 June 2013, as the same may be amended or replaced from time to time (including by Directive 2019/878 as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures of the European Parliament and of the Council of 20 May 2019);

“**CRD Implementing Measures**” means any regulatory capital rules, regulations or other requirements implementing (or promulgated in the context of) the CRD Directive or the CRR which may from time

to time be introduced, including, but not limited to, delegated or implementing acts or regulations (including technical standards) adopted by the European Commission, national laws and regulations, adopted by the Swedish FSA and guidelines issued by the Swedish FSA, the European Banking Authority or any other relevant authority, which are applicable to the Issuer or the Group, as applicable;

“**CRR**” means Regulation (EU) No. 575/2013 on prudential requirements for credit institutions and investment firms of the European Parliament and of the Council of 26 June 2013, as the same may be amended or replaced from time to time (including by the CRR II);

“**CRR II**” means Regulation (EU) 2019/876 as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No 575/2013, and Regulation (EU) No 648/2012, as amended or replaced from time to time;

“**CSD**” means the central securities depository in which the Notes are registered, being Euroclear for Notes denominated in SEK and EUR, and VPS for Notes denominated in NOK;

“**CSD Account**” means a securities account, maintained by Euroclear pursuant to the Swedish Financial Instruments Accounts Act or, if the Notes are denominated in NOK, the VPS pursuant to the Norwegian Financial Instruments Accounts Act and the VPS Rules, in which (i) an owner of such security is directly registered or (ii) an owner’s holding of securities is registered in the name of a nominee;

“**Day Count Convention**” means:

- (a) if the counting basis “30/360” is stated as being applicable, the amount shall be calculated using a year of 360 days comprising twelve months of 30 days each, and in the case of a fraction of a month using the actual number of days of the month that have passed; and
- (b) if the counting basis “Actual/360” is stated as being applicable, the amount shall be calculated using the actual number of days in the relevant period divided by 360;

“**Dealers**” means Carnegie Investment Bank AB (publ), Danske Bank A/S, Danmark, Sverige Filial, Nordea Bank Abp, Skandinaviska Enskilda Banken AB (publ)² and Swedbank AB (publ)³ and such other dealer (*emissionsinstitut*) appointed for this Programme in accordance with Clause 15.4, but only for so long as such dealer has not resigned as a dealer;

“**Debt Instruments**” means bonds, notes, certificates or other debt securities (however defined, including, for the avoidance of doubt, medium term notes programmes and other market funding programmes), which are or are intended to be quoted, listed, traded or otherwise admitted to trading on a Regulated Market or a multilateral trading facility (*handelsplattform*) (as defined in the Swedish Security Market Act (*lag (2007:528) om värdepappersmarknaden*));

“**EURIBOR**” means:

- (a) the interest rate as displayed as of or around 11.00 a.m. on the Interest Determination Date on page EURIBOR01 of the Refinitiv screen (or through such other system or on such other page as replaces the said system or page) for EUR for a period comparable to the relevant Interest Period; or
- (b) if no such rate as set out in item (a) above is available for the relevant Interest Period, the rate (rounded upwards to four decimal places) determined by the Administrative Agent by interpolation between the two closest rates published on the information system Refinitiv page EURIBOR01 (or on such other page as replaces the said system or page) for the offering of deposits in EUR;
- (c) if no such interest rate is available for the relevant Interest Period as described in paragraph (a) or (b), the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Administrative Agent at its request quoted by leading banks in the European

² Skandinaviska Enskilda Banken AB (publ) acceded as Dealer under the Programme pursuant to an accession agreement dated 21 October 2019.

³ Swedbank AB (publ) acceded as Dealer under the Programme pursuant to an accession agreement dated 24 May 2023.

interbank market reasonably selected by the Administrative Agent for deposits of EUR 10,000,000 for the relevant Interest Period; or

- (d) if no interest rate as described in paragraph (a) to (c) is available, the interest rate which, according to the reasonable assessment of the Administrative Agent, best reflects the interest rate for deposits in EUR offered for the relevant Interest Period;

“**Euro**” and “**EUR**” means the single currency of the participating member states in accordance with the legislation of the European Community relating to the European Economic and Monetary Union;

“**Euroclear**” means the central securities depository in which the Notes denominated in SEK and EUR are registered, being Euroclear Sweden AB, Swedish Reg. No. 556112-8074;

“**Event of Default**” means an event or circumstance specified in Clause 10 (in respect of Senior Notes) or Clause 11 (in respect of Subordinated Notes, Senior Non-Preferred Notes and Senior Preferred Notes);

“**Exclusion Event**” has the meaning ascribed to it in Clause 12.10;

“**Final Terms**” means the final terms prepared for a particular Loan;

“**Group**” means the Ultimate Parent and its Subsidiaries from time to time (each a “**Group Company**”);

“**Insolvent**” means, in respect of a relevant person, that it is deemed to be insolvent, or admits inability to pay its debts as they fall due, in each case within the meaning of Chapter 2, Sections 7-9 of the Swedish Bankruptcy Act (*konkurslagen (1987:672)*), suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with all or substantially all of its creditors (other than the Noteholders and creditors of secured debt) with a view to rescheduling any of its indebtedness (including company reorganisation under the Swedish Company Reorganisation Act (*lag (2022:964) om företagsrekonstruktion*)) or is subject to involuntary winding-up, dissolution or liquidation;

“**Interest Commencement Date**” has the meaning specified in the applicable Final Terms;

“**Interest Determination Date**” means, for a Loan with floating interest rate, the date specified in the relevant Final Terms;

“**Interest Payment Date**” means, for a Loan, the date specified in the relevant Final Terms;

“**Interest Period**” means, for a Loan, the period specified in the relevant Final Terms;

“**Interest Rate**” means, (i) for a Loan with fixed interest rate, the interest rate specified in the relevant Final Terms and (ii) for a Loan with floating interest rate, the interest rate calculated in accordance with Clause 6.2;

“**Issue Date**” means, for a Loan, the date specified in the relevant Final Terms;

“**Issuer Consolidated Situation**” means the entities which are part of the Issuer’s Swedish prudential consolidated situation (as such term is used in the Applicable Banking Regulations), from time to time;

“**Issuing House**” means the Dealer(s) through which a specific Loan is raised;

“**Loan**” means a Senior Loan, a Senior Preferred Loan, a Senior Non-Preferred Loan or a Subordinated Loan, which the Issuer raises under this Programme;

“**Margin**” means, for a Loan with floating interest rate, the margin specified in the relevant Final Terms;

“**Material Group Company**” means each of the Issuer and any other Group Company representing ten (10) per cent or more of the total assets of the Group on a consolidated basis according to its latest financial report or interim financial report, excluding any asset-backed finance special purpose company;

“**Maturity Date**” means, for a Loan, the date specified in the relevant Final Terms;

“**MREL Disqualification Event**” means a change in the regulatory classification of the Senior Preferred Notes or the Senior Non-Preferred Notes (as the case may be) pursuant to the Applicable MREL Regulations that results, or would be likely to result, in their exclusion in whole or in part from the MREL Eligible Liabilities of the Issuer or the Issuer Consolidated Situation, provided that an MREL Disqualification Event shall not occur if such exclusion is or will be caused by (a) the remaining

maturity of such Senior Preferred Notes or Senior Non-Preferred Notes being less than any period prescribed by any applicable eligibility criteria under the Applicable MREL Regulations, or (b) any applicable limits on the amount of "eligible liabilities" (or any equivalent or successor term) permitted or allowed to meet any MREL Requirement being exceeded;

"MREL Eligible Liabilities" means "eligible liabilities" (or any equivalent or successor term) which are available to meet any MREL Requirement (howsoever called or defined by Applicable MREL Regulations) of the Issuer or the Issuer's Consolidated Situation, as the case may be, under the Applicable MREL Regulations;

"MREL Requirement" means the minimum requirement for own funds and eligible liabilities which is or becomes applicable to the Issuer or the Issuer Consolidated Situation;

"NIBOR" means:

- (a) the interest rate for a period as displayed as of or around noon (Oslo time) on the Interest Determination Date on page OIBOR of the Refinitiv screen (or through such other system on such other page as replaces the said system or page) for NOK for a period comparable to the relevant Interest Period;
- (b) if no such rate as set out in item (a) above is available for the relevant Interest Period, the rate (rounded upwards to four decimal places) determined by the Administrative Agent by interpolation between the two closest rates published on the information system Refinitiv page OIBOR (or on such other page as replaces the said system or page) for the offering of deposits in NOK;
- (c) if no such interest rate is available for the relevant Interest Period as described in paragraph (a) or (b), the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Administrative Agent at its request quoted by leading banks in the Norwegian interbank market reasonably selected by the Administrative Agent for deposits of NOK 100,000,000 for the relevant Interest Period; or
- (d) if no interest rate as described in paragraph (a) to (c) is available, the interest rate which, according to the reasonable assessment of the Administrative Agent, best reflects the interest rate for deposits in NOK offered for the relevant Interest Period;

"Norwegian Financial Instruments Accounts Act" means the Norwegian Financial Instruments Accounts Act (*lov (2019:6) om verdipapirsentraler og verdipapiroppgjør mv.*);

"Norwegian Kroner" and **"NOK"** means the lawful currency of Norway;

"Norwegian Record Date" means the second (2) Business Day prior to:

- (a) an Interest Payment Date;
- (b) a Maturity Date or any other date when payment is to be made to Noteholders;
- (c) the date of a Noteholders' Meeting; or
- (d) another relevant date,

or in each case such other Business Day falling prior to a relevant date if generally applicable on the Norwegian debt capital market;

"Nominal Amount" means the amount for each Note that is stated in the relevant Final Terms less any amount repaid;

"Note" means a Senior Note, Senior Preferred Note, Senior Non-Preferred Note, or Subordinated Note;

"Noteholder" means the person recorded on a CSD Account as direct registered owner (*ägare*) or nominee (*förvaltare*) of a Note;

"Noteholders' Meeting" means a meeting of the Noteholders in respect of a Loan as described in Clause 11 (*Noteholders' Meeting*);

"Programme Amount" means SEK 5,000,000,000 (or the equivalent thereof in EUR or NOK) or such other amount as may be agreed between the Issuer and the Dealers in accordance with Clause 15.3;

“**Record Date**” means a Norwegian Record Date in respect of Notes denominated in NOK or, in the event of Notes denominated in SEK or EUR, the fifth (5) Business Day prior to:

- (a) an Interest Payment Date;
- (b) a Maturity Date or any other date when payment is to be made to Noteholders;
- (c) the date of a Noteholders’ Meeting; or
- (d) another relevant date,

or in each case such other Business Day falling prior to a relevant date if generally applicable on the Swedish debt capital market;

“**Relevant Resolution Authority**” means the Swedish National Debt Office (*Riksgälden*) or any successor authority with the ability to exercise any bail-in and loss absorption powers in relation to the Issuer;

“**Regulated Market**” means a regulated market (as defined in Directive 2014/65/EU on markets in financial instruments of the European Parliament and of the Council of 15 May 2014);

“**Security**” means a mortgage, charge, pledge, lien, security assignment or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;

“**Senior Loan**” means each Loan specified in its Final Terms to be a senior loan, comprising of one or more Senior Notes with the same ISIN code, raised by the Issuer under this Programme;

“**Senior Non-Preferred Loan**” each Loan specified in its Final Terms to be a senior non-preferred loan, comprising of one or more Senior Non-Preferred Notes with the same ISIN code, raised by the Issuer under this Programme;

“**Senior Non-Preferred Note**” means a debt instrument for the Nominal Amount, of the type set forth in the Swedish Financial Instruments Accounts Act, which represents a part of a Senior Non-Preferred Loan and which is governed by the Conditions;

“**Senior Preferred Loan**” each Loan specified in its Final Terms to be a senior preferred loan, comprising of one or more Senior Preferred Notes with the same ISIN code, raised by the Issuer under this Programme;

“**Senior Preferred Note**” means a debt instrument for the Nominal Amount, of the type set forth in the Swedish Financial Instruments Accounts Act, which represents a part of a Senior Preferred Loan and which is governed by the Conditions;

“**Senior Non-Preferred Liabilities**” means liabilities and obligations having Senior Non-Preferred Ranking.

“**Senior Non-Preferred Ranking**” means the ranking set out in the second sentence of the first paragraph of Section 18 of the Swedish Rights of Priority Act (18 § första stycket andra meningen förmånsrättslagen (1970:979)) for claims attributable to such debt instruments as are referred to in Chapter 21, Section 15, paragraph 3 b of the Swedish Resolution Act (21 kap. 15 § 3 b lagen (2015:1016) om resolution), as such legislative references may be amended or replaced from time to time;

“**Senior Note**” means a debt instrument for the Nominal Amount, of the type set forth in the Swedish Financial Instruments Accounts Act, which represents a part of a Senior Loan and which is governed by the Conditions;

“**STIBOR**” means:

- (a) the interest rate for a period as displayed as of or around 11.00 a.m. (Stockholm time) on the Interest Determination Date on page STIBOR= of the Refinitiv screen (or through such other system on such other page as replaces the said system or page) for SEK for a period comparable to the relevant Interest Period; or
- (b) if no such rate as set out in item (a) above is available for the relevant Interest Period, the rate (rounded upwards to four decimal places) determined by the Administrative Agent by interpolation between the two closest rates published on the information system Refinitiv’s page “STIBOR =” (or on such other page as replaces the said system or page) for the offering of deposits in SEK;

- (c) (if no such interest rate is available for the relevant Interest Period as described in paragraph (a) or (b), the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Administrative Agent at its request quoted by Swedish leading banks in the Stockholm interbank market for deposits of SEK 100,000,000 for the relevant Interest Period; or
- (d) if no such interest rate as described in paragraph (a) to (c) is available, the interest rate which, according to the reasonable assessment of the Administrative Agent, best reflects the interest rate for deposits in SEK offered in the Stockholm interbank market for the relevant Interest Period;

“**Subordinated Loan**” means each Loan specified in its Final Terms to be a subordinated loan, comprising of one or more Subordinated Notes with the same ISIN code, raised by the Issuer under this Programme;

“**Subordinated Note**” means a debt instrument for the Nominal Amount, of the type set forth in the Swedish Financial Instruments Accounts Act, which represents a part of a Subordinated Loan and which is governed by the Conditions;

“**Subsidiary**” means, in relation to any person, any Swedish or foreign legal entity (whether incorporated or not), which at the time is a subsidiary (*dotterföretag*) to such person, directly or indirectly, as defined in the Swedish Companies Act (*aktiebolagslag (2005:551)*);

“**Swedish Financial Instruments Accounts Act**” means the Swedish Financial Instruments Accounts Act (*lagen (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*);

“**Swedish FSA**” means the Swedish Financial Supervisory Authority (*Finansinspektionen*) or such other Swedish or European regulatory authority as may replace it;

“**Swedish Kronor**” and “**SEK**” means the lawful currency of Sweden;

“**Tax Event**” means, for a Subordinated Loan, a Senior Non-Preferred Loan and a Senior Preferred Loan, the occurrence of any change in, or amendment to, the laws or regulations of Sweden, or any change in the application or official interpretation of such laws or regulations, which becomes effective on or after the Issue Date, resulting in that the Issuer is, or becomes, subject to a significant amount of additional taxes, duties or other governmental charges or civil liabilities with respect to the relevant Subordinated Notes, Senior Non-Preferred Notes or Senior Preferred Notes, provided (if required under Applicable Banking Regulations or Applicable MREL Regulations) that the Issuer demonstrates to the satisfaction of the Swedish FSA or the Relevant Resolution Authority (as applicable) that such change in tax treatment of the Notes is material and was not reasonably foreseeable as at the Issue Date;

“**Tier 2 Capital**” means tier 2 capital (*supplementärkapital*) as defined in Chapter 4 of Title I of Part Two of the CRR and/or any other Applicable Banking Regulations;

“**Total Nominal Amount**” means, for a Loan, the total aggregate Nominal Amount of the Notes outstanding at the relevant time; and

“**Ultimate Parent**” means NOBA Holding AB (publ) (earlier Nordax Holding AB (publ)), a limited liability company incorporated under the laws of Sweden with Reg. No. 559097-5743.

“**VPS**” means the central securities depository in which the Notes denominated in NOK are registered, being Verdipapirsentralen ASA, a limited liability company incorporated under the laws of Norway with Reg. No. 985 140 421.

“**VPS Rules**” means the VPS Rules for Registration of Financial Instruments;

1.2 Unless a contrary indication appears, any reference in the Conditions to:

- (a) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (b) a “regulation” or “law” includes any law, regulation, rule or official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

- (c) a provision of law or regulation is a reference to that provision as amended or re-enacted; and
- (d) a time of day is a reference to Stockholm time.

1.3 When ascertaining whether a limit or threshold specified in Swedish Kronor has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against Swedish Kronor for the previous Business Day, as published on Reuters' screen "SEKFIX=" (or on such other system or screen which replacing it) or, if such rate not is published, the rate of exchange for such currency published by the Swedish Central Bank (*Riksbanken*) on its website (www.riksbank.se).

1.4 Further definitions are contained (where relevant) in the relevant Final Terms.

1.5 The definitions contained in these General Terms and Conditions shall also apply to the relevant Final Terms.

2 STATUS OF NOTES

2.1 Senior Loans and Senior Notes

The Senior Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* and without any preference among themselves and shall at all times rank at least *pari passu* with all other present and future direct, unconditional, unsubordinated and unsecured obligations of the Issuer, except obligations, which are, or may be, mandatorily preferred by law (including, but not limited to, the legislation implementing Directive 2014/59/EU on establishing a framework for the recovery and resolution of credit institutions and investment firms).

2.2 Senior Preferred Loans and Senior Preferred Notes

Senior Preferred Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will rank *pari passu* among themselves and (except for obligations, which are, or may be, mandatorily preferred by law (including, but not limited to, the legislation implementing Directive 2014/59/EU on establishing a framework for the recovery and resolution of credit institutions and investment firms)) equally with all other unsecured obligations (other than subordinated obligations and Senior Non- Preferred Liabilities, if any) of the Issuer, from time to time outstanding.

2.3 Senior Non-Preferred Loans and Senior Non-Preferred Notes

Senior Non-Preferred Notes will constitute unsubordinated and unsecured obligations with Senior Non-Preferred Ranking of the Issuer. In the event of the voluntary or involuntary liquidation (*likvidation*) or bankruptcy (*konkurs*) of the Issuer, the claims of holders of Senior Non-Preferred Notes shall rank: (i) *pari passu* without any preference among themselves; (ii) *pari passu* with the rights of holders of all other Senior Non-Preferred Liabilities of the Issuer; (iii) senior to the rights of the holders of any subordinated obligation of the Issuer, including any subordinated obligation of the Issuer which constitutes, or would but for any applicable limitation on the amount of such capital constitute, Tier 2 Capital or any subordinated obligation of the Issuer which constitutes an Additional Tier 1 Instrument, which by law rank, or by their terms are expressed to rank, junior to the Senior Non-Preferred Liabilities of the Issuer; (iv) in priority to payments to holders of all classes of share capital (including preference shares (if any)) of the Issuer in their capacity as such holder; and (iv) junior in right of payment to any present or future claims of (a) depositors of the Issuer, and (b) other unsubordinated creditors of the Issuer (including holders of Senior Preferred Notes) that are not creditors in respect of Senior Non-Preferred Liabilities of the Issuer.

2.4 Subordinated Loans and Subordinated Notes

2.4.1 Subordinated Notes are intended to constitute Tier 2 Capital of the Issuer and the Issuer Consolidated Situation. Subordinated Notes constitute subordinated and unsecured obligations of the Issuer and shall at all times rank:

- (a) *pari passu* without any preference among themselves;
- (b) *pari passu* with (a) any liabilities or capital instruments of the Issuer which constitute Tier 2 Capital and (b) any other liabilities or capital instruments of the Issuer that rank or are

expressed to rank equally with Subordinated Notes, in each case as regards the right to receive periodic payments on a liquidation (*likvidation*) or bankruptcy (*konkurs*) of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer;

- (c) senior to (i) any liabilities or capital instruments of the Issuer which constitute Additional Tier 1 Capital and (ii) holders of all classes of the Issuer's shares in their capacity as such holders and any other liabilities or capital instruments of the Issuer that rank or are expressed to rank junior to Subordinated Notes, in each case as regards the right to receive periodic payments (to the extent such periodic payment has not been cancelled) on a liquidation (*likvidation*) or bankruptcy (*konkurs*) of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer; and
- (d) junior to any present and future claims of (i) depositors of the Issuer, (ii) any other unsubordinated creditors of the Issuer (including holders of Senior Notes) and (iii) any subordinated creditors of the Issuer whose rights are expressed to rank in priority to the holders of Subordinated Notes.

2.5 No set-off or counterclaim

No Noteholder who in the event of the liquidation (*likvidation*), bankruptcy (*konkurs*) or resolution (*resolution*) of the Issuer is indebted to the Issuer shall be entitled to exercise any right of set-off or counterclaim against moneys owed by the Issuer in respect of Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes held by such Noteholder.

3 ISSUANCE OF NOTES AND COVENANT TO PAY

- 3.1 Under this Programme, the Issuer may issue Notes in Euro, Norwegian Kroner and Swedish Kronor with a minimum term of one year. Under a Loan, Notes may be issued in more than one tranche.
- 3.2 The Issuer undertakes to repay the principal and to pay interest in respect of each Loan in accordance with the Conditions and to otherwise discharge its obligations under the Conditions for each Loan.
- 3.3 In subscribing for Notes each initial Noteholder accepts that its Notes shall have the rights and be subject to the conditions stated in the Conditions. In acquiring Notes each new Noteholder confirms such acceptance.
- 3.4 If the Issuer wishes to issue Notes under this Programme, the Issuer shall enter into a separate agreement for this purpose with one or more Dealers which shall be the Issuing House(s) for such Loan.
- 3.5 Final Terms shall be drawn up for each Loan which, together with these General Terms and Conditions, constitute the full Conditions for the Loan.

4 REGISTRATION OF NOTES

- 4.1 Notes shall be registered in a CSD Account on behalf of the Noteholder, and accordingly no physical notes representing the Notes will be issued.
- 4.2 A request concerning the registration of a Note shall be made to an Account Operator.
- 4.3 Any person who acquires the right to receive payment under a Note through a mandate, a pledge, regulations in the Code on Parents and Children (*Föräldrabalken*), conditions in a will or deed of gift or in some other way shall register her or his right in order to receive payment.
- 4.4 The Administrative Agent shall, for the purpose of carrying out its tasks in connection with the Conditions and, with the CSD's permission, at all other times be entitled to obtain information from the debt register (*skuldbok*) kept by the CSD in respect of the Notes.
- 4.5 The Administrative Agent may use the information referred to in Clause 4.4 only for the purposes of carrying out their duties and exercising their rights in accordance with the Conditions and shall not disclose such information to the Issuer, a Noteholder or any third party unless necessary for such purposes. The Administrative Agent shall not be responsible for the content of such register that is referred to in Clause 4.4 or in any other way be responsible for determining who is a Noteholder.
- 4.6 In order to comply with the Conditions for a Loan, the Issuer and the Administrative Agent, may, acting as a data controller, collect and process personal data. The processing is based on the Issuer's or the Administrative Agent's legitimate interest to fulfil its respective obligations under the Conditions.

Unless otherwise required or permitted by law, the personal data will not be kept longer than necessary given the purpose of the processing. To the extent permitted under the Conditions, personal data may be shared with third parties, such as the CSD, which will process the personal data further as a separate data controller. Data subjects generally have right to know what personal data the Issuer and the Administrative Agent processes about them and may request the same in writing at the Issuer's or the Administrative Agent's registered address. In addition, data subjects have the right to request that personal data is rectified and have the right to receive personal data provided by themselves in machine-readable format. Information about the Issuer's and the Administrative Agent's respective personal data processing can be found on their respective websites.

5 PAYMENTS

- 5.1 Payments in respect of Notes denominated in SEK shall be made in SEK, payments in respect of Notes denominated in NOK shall be made in NOK and payments in respect of Notes denominated in EUR shall be made in EUR.
- 5.2 Repayment of principal and payment of interest shall be made to the person who is registered as a Noteholder on the Record Date prior to such payment date, or to such other person who is registered with the CSD on such date as being entitled to receive the relevant payment, repayment or repurchase amount.
- 5.3 Where a Noteholder has arranged for an Account Operator to record that principal and interest are to be credited to a specific bank account, the payments will be made through the CSD on the relevant due dates. If no such instructions have been given, the CSD will send the amount on such dates to the Noteholder at the address registered on the Record Date with the CSD. If the due date in respect of a repayment or payment (other than interest) falls on a day which is not a Business Day, the amount will be credited to an account or made available to the payee on the next following Business Day (and in respect of interest, in accordance with Clause 6.1.2 or 6.2.2, as applicable).
- 5.4 If the CSD is unable to pay the amount in the manner stated above as a result of some delay on the part of the Issuer or because of some other obstacle, then, as soon as the obstacle has been removed, the Issuer shall ensure that the amount is paid by the CSD, as applicable, to the person registered as Noteholder on the Record Date.
- 5.5 If the Issuer is unable to carry out its obligations to pay through the CSD in the manner stated above due to obstacles for the CSD, the Issuer shall have a right to postpone the obligation to pay until the obstacle has been removed. In such case, interest will be paid in accordance with Clause 7.2.
- 5.6 If payment or repayment is made in accordance with this Clause 5, the Issuer and the CSD shall be deemed to have fulfilled their obligation to pay, irrespective of whether such payment was made to a person not entitled to receive such amount, unless the Issuer or the CSD was aware that payment was being made to a person not entitled to receive such amount.
- 5.7 The Issuer is not liable to gross-up any payments under Notes by virtue of any withholding tax (including but not limited to any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, or any official interpretations thereof, or any law implementing an intergovernmental approach thereto), public levy or the similar.

6 INTEREST

6.1 Fixed interest rate

- 6.1.1 If the relevant Final Terms of a Loan specify 'fixed interest rate' as applicable to it, the Loan shall bear interest on its Nominal Amount at the Interest Rate from (but excluding) the Interest Commencement Date up to (and including) the Maturity Date.
- 6.1.2 Unless otherwise specified in the relevant Final Terms, interest accrued during an Interest Period is calculated using the Day Count Convention 30/360 and paid in arrears on the relevant Interest Payment Date or, to the extent such day is not a Business Day, the first following day that is a Business Day. Interest will however only accrue until the relevant Interest Payment Date.

6.2 Floating interest rate (FRN)

- 6.2.1 If the relevant Final Terms of a Loan specify ‘floating interest rate’ as applicable to it, the Loan shall bear interest on its Nominal Amount from (but excluding) the Interest Commencement Date up to (and including) the Maturity Date.
- 6.2.2 Unless otherwise specified in the relevant Final Terms, interest accrued during an Interest Period is calculated using the Day Count Convention Actual/360 and paid in arrears on the relevant Interest Payment Date or by using such other method of calculation as is applied for the relevant Base Rate or, to the extent such day is not a Business Day, the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day.
- 6.2.3 The Interest Rate applicable to each respective Interest Period is determined by the Administrative Agent on the respective Interest Determination Date as the Base Rate plus the Margin for such period .
- 6.2.4 If the Interest Rate is not determined on the Interest Determination Date because of an obstacle such as is described in Clause 18.1, the Loan shall continue to bear interest at the rate that applied to the immediately preceding Interest Period. As soon as the obstacle has been removed the Administrative Agent shall calculate a new Interest Rate to apply from the second Business Day after the date of calculation until the end of the current Interest Period, adjusted for the application of Clause 14 (*Replacement of Base Rate*).
- 6.2.5 If the Base Rate plus the Margin for the relevant period is below zero (0), the floating interest rate shall be deemed to be zero (0).
- 6.2.6 If the relevant Final Terms of a Loan specify ‘Interpolation’ as applicable to it, the Base Rate applicable to the interest paid on the first or last Interest Payment Date shall be subject to linear interpolation as set out in the Final Terms.

7 DEFAULT INTEREST

- 7.1 In the event of delay in payment relating to principal and/or interest, default interest shall be paid on the amount due from the maturity date up to and including the day on which payment is made, at an interest rate which corresponds to the average of one week’s EURIBOR (for Loans denominated in EUR), NIBOR (for Loans denominated in NOK) or STIBOR (for Loans denominated in SEK), applicable on the first Business Day in each calendar week during the period of delay plus two (2) percentage points. The default interest rate, in accordance with this Clause 7.1, shall never be less than the interest rate applicable to the relevant Loan on the relevant due date plus two (2) percentage points. Default interest is not compounded with the principal amount.
- 7.2 If the delay is due to an obstacle of the kind set out in Clause 18.1 on the part of the Issuing House(s) or the CSD, no default interest shall apply, in which case the interest rate which applied to the relevant Loan on the relevant due date shall apply instead.

8 REDEMPTION AND REPURCHASE OF NOTES

8.1 Redemption upon maturity

A Loan falls due on the Maturity Date. Unless redeemed earlier in accordance with this Clause 8, each Note shall be redeemed on the Maturity Date in an amount equal to its Nominal Amount together with accrued but unpaid interest (if any). If the Maturity Date is not a Business Day, redemption shall occur on the first following Business Day.

8.2 Repurchase of Notes by Group Companies

Subject to applicable law and Clause 8.7 (in respect of Subordinated Notes, Senior Non-Preferred Notes and Senior Preferred Notes), any Group Company, or other company forming part of the Issuer Consolidated Situation, may repurchase Notes at any time and at any price in the open market or otherwise, provided that this is compatible with applicable law. Notes held by a Group Company may be retained, resold or (if held by the Issuer) cancelled at such Group Company’s discretion.

8.3 Voluntary early redemption of Senior Notes

- 8.3.1 The Final Terms for a Senior Loan may contain provisions which give the Issuer a right to redeem all or part of such Senior Loan, together with accrued but unpaid interest (if any), prior to the Maturity Date at times and prices specified in such Final Terms.
- 8.3.2 Redemption in accordance with Clause 8.3.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice and not more than thirty (30) Business Days' notice to the Noteholders, in each case calculated from the effective date of the notice. The notice from the Issuer shall specify the date of redemption and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such date of redemption. The notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent. Upon fulfilment of the conditions precedent(s) (if any), the Issuer is bound to redeem the Notes at the applicable amount on the specified date of redemption.

8.4 Mandatory repurchase of Senior Notes on a Change of Control Event

- 8.4.1 Upon the occurrence of a Change of Control Event, each Noteholder shall in respect of a Senior Loan, during a period of twenty (20) Business Days from the effective date of a notice from the Issuer of the Change of Control Event pursuant to Clause 9.7.2 (after which time period such right shall lapse), have the right to request that all, or some only, of its Senior Notes be repurchased at a price per Note equal to 100 per cent of the Nominal Amount together with accrued but unpaid interest. However, such period may not start earlier than upon the occurrence of the Change of Control Event.
- 8.4.2 The notice from the Issuer of the Change of Control Event pursuant to Clause 9.7.2 shall specify the Record Date on which a person shall be registered as a Noteholder to receive interest and principal, the date of redemption and shall include instructions about the actions that a Noteholder needs to take if it wishes that its Senior Notes be repurchased. If a Noteholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer shall, or shall procure that a person designated by the Issuer will, repurchase the relevant Senior Notes and the repurchase amount shall fall due on the date of redemption specified in the notice given by the Issuer pursuant to Clause 9.7.2. The date of redemption must fall no later than forty (40) Business Days after the end of the period referred to in Clause 8.4.1.
- 8.4.3 Any Senior Notes repurchased by the Issuer pursuant to this Clause 8.4 may at the Issuer's discretion be retained, cancelled or sold.
- 8.4.4 The Issuer shall not be required to repurchase any Senior Notes pursuant to this Clause 8.4, if a third party in connection with the occurrence of a Change of Control Event offers to purchase the Senior Notes in the manner and on the terms set out in this Clause 8.4 (or on terms more favourable to the Noteholders) and purchases all Senior Notes validly tendered in accordance with such offer. If Senior Notes tendered are not purchased within the time period stipulated in this Clause 8.4, the Issuer shall repurchase any such Senior Notes within five (5) Business Days after the expiry of the time period.

8.5 Early redemption of Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes

- 8.5.1 In respect of a Senior Preferred Loan, Senior Non-Preferred Loan or Subordinated Loan and subject to Clause 8.6.2, the Issuer may, at its option, redeem all (but not some only) outstanding Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes, as applicable, on the date(s) (if any) specified in the relevant Final Terms.
- 8.5.2 In respect of a Senior Preferred Loan, Senior Non-Preferred Loan or Subordinated Loan and subject to Clause 8.6.2, if a Capital Event, Tax Event or MREL Disqualification Event, as applicable, occurs prior to the Maturity Date, the Issuer may, at its option, redeem all (but not some only) outstanding Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes on any Interest Payment Date.
- 8.5.3 Any redemption in accordance with this Clause 8.5 shall be made by the Issuer giving not less than ten (10) Business Days' notice to the Noteholders in accordance with Clause 17 (*Notices*). Any such notice is irrevocable (subject to Clause 8.6.2) and, upon expiry of the notice period, the Issuer is bound to redeem the Senior Preferred Notes, the Senior Non-Preferred Notes or the Subordinated Notes at a price per Note equal to 100 per cent of the Nominal Amount together with accrued but unpaid interest. The notice shall specify the Record Date on which a person shall be registered as a Noteholder to receive such payment.

8.6 Variation or substitution instead of early redemption

8.6.1 In respect of a Senior Preferred Loan, Senior Non-Preferred Loan or Subordinated Loan and subject to Clause 8.6.2, if a Capital Event, Tax Event or MREL Disqualification Event, as applicable, occurs prior to the Maturity Date, the Issuer may, at its option, instead of redeeming the Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes on any Interest Payment Date in accordance with Clause 8.5 having given not less than (10) Business Days' notice to the Noteholders in accordance with Clause 17 (*Notices*) (any such notice being irrevocable, subject to Clause 8.6.2) at any time either substitute all (but not some only) of the Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes, or vary the terms of the Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes, so that they remain or become (as appropriate) Senior Preferred Qualifying Notes, Senior Non-Preferred Qualifying Notes or Subordinated Qualifying Notes, provided that such variation or substitution does not in itself give rise to any right of the Issuer to redeem the substituted or varied securities that are inconsistent with the redemption provisions of the Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes.

8.6.2 In this Clause 8.6 the following definitions have the meaning ascribed below:

"Senior Non-Preferred Qualifying Notes" means notes issued directly by the Issuer following a substitution or variation that have terms not materially less favourable to investors, certified by the Issuer acting reasonably (having consulted with an independent investment bank or independent financial adviser of international standing), than the terms of the Senior Non-Preferred Notes (immediately prior to the relevant substitution or variation), provided that they shall:

- (a) include a ranking at least equal to the Senior Non-Preferred Notes;
- (b) have at least the same Interest Rate and the same Interest Payment Dates as those applying to the Senior Non-Preferred Notes;
- (c) have the same redemption rights as the Senior Non-Preferred Notes (although they need not contain all of the rights of the Issuer under Condition 8.5);
- (d) preserve any existing rights under the Senior Non-Preferred Notes to any accrued interest which has not been paid but which has not been cancelled in respect of the period from (and including) the Interest Payment Date last preceding the date of the relevant substitution or variation of the Senior Non-Preferred Notes (or, if the date of substitution or variation falls before the first Interest Payment Date, the Interest Commencement Date);
- (e) are assigned (or maintain) the same or higher credit ratings as were assigned to the Senior Non-Preferred Notes (if any) immediately prior to the relevant substitution or variation of the Senior Non-Preferred Notes; and
- (f) comply with the requirements for MREL Eligible Liabilities contained in the Applicable MREL Regulations.

If the Senior Non-Preferred Notes were admitted to trading and listed on a Regulated Market immediately prior to the relevant substitution or variation, the Issuer shall use reasonable efforts to ensure that the relevant Senior Non-Preferred Qualifying Notes are admitted to trading and listed on a Regulated Market within sixty (60) days from their issuance.

"Senior Preferred Qualifying Notes" means notes issued directly by the Issuer following a substitution or variation that have terms not materially less favourable to investors, certified by the Issuer acting reasonably (having consulted with an independent investment bank or independent financial adviser of international standing), than the terms of the Senior Preferred Notes (immediately prior to the relevant substitution or variation), provided that they shall:

- (a) include a ranking at least equal to the Senior Preferred Notes;
- (b) have at least the same Interest Rate and the same Interest Payment Dates as those applying to the Senior Preferred Notes;
- (c) have the same redemption rights as the Senior Preferred Notes (although they need not contain all of the rights of the Issuer under Condition 8.5);
- (d) preserve any existing rights under the Senior Preferred Notes to any accrued interest which has not been paid but which has not been cancelled in respect of the period from (and

including) the Interest Payment Date last preceding the date of the relevant substitution or variation of the Senior Preferred Notes (or, if the date of substitution or variation falls before the first Interest Payment Date, the Interest Commencement Date);

- (e) are assigned (or maintain) the same or higher credit ratings as were assigned to the Senior Preferred Notes (if any) immediately prior to the relevant substitution or variation of the Senior Preferred Notes; and
- (f) comply with the requirements for MREL Eligible Liabilities contained in the Applicable MREL Regulations.

If the Senior Preferred Notes were admitted to trading and listed on a Regulated Market immediately prior to the relevant substitution or variation, the Issuer shall use reasonable efforts to ensure that the relevant Senior Preferred Qualifying Notes are admitted to trading and listed on a Regulated Market within sixty (60) days from their issuance.

“**Subordinated Qualifying Notes**” means notes issued directly by the Issuer following a substitution or variation that have terms not materially less favourable to investors, certified by the Issuer acting reasonably (having consulted with an independent investment bank or independent financial adviser of international standing), than the terms of the Subordinated Notes (immediately prior to the relevant substitution or variation), provided that they shall:

- (a) include a ranking at least equal to the Subordinated Notes;
- (b) have at least the same Interest Rate and the same Interest Payment Dates as those applying to the Subordinated Notes;
- (c) have the same redemption rights as the Subordinated Notes (although they need not contain all of the rights of the Issuer under Condition 8.5);
- (d) preserve any existing rights under the Subordinated Notes to any accrued interest which has not been paid but which has not been cancelled in respect of the period from (and including) the Interest Payment Date last preceding the date of the relevant substitution or variation of the Subordinated Notes (or, if the date of substitution or variation falls before the first Interest Payment Date, the Interest Commencement Date);
- (e) are assigned (or maintain) the same or higher credit ratings as were assigned to the Subordinated Notes (if any) immediately prior to the relevant substitution or variation of the Subordinated Notes; and
- (f) comply with the requirements for Tier 2 Capital contained in the Applicable Banking Regulations.

If the Subordinated Notes were admitted to trading and listed on a Regulated Market immediately prior to the relevant substitution or variation, the Issuer shall use reasonable efforts to ensure that the relevant Subordinated Qualifying Notes are admitted to trading and listed on a Regulated Market within sixty (60) days from their issuance.

8.7 Consent from the Swedish FSA

The Issuer, or any other company forming part of the Issuer Consolidated Situation, may not redeem or purchase, or substitute or vary the terms of, as contemplated by this Clause 8 (*Redemption and repurchase of Notes*), any Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes prior to the Maturity Date without the prior written consent of the Swedish FSA or the Relevant Resolution Authority (as applicable) and in accordance with Applicable Banking Regulations or Applicable MREL Regulations (as applicable).

9 GENERAL UNDERTAKINGS

9.1 Negative Pledge

The Issuer shall (i) not itself, (ii) procure that none of its Subsidiaries, and (iii) not demand that any other Group Company:

- (a) create or allow to subsist any Security over any of its assets or revenues or enter into any other preferential arrangement having a similar effect; or

(b) provide any guarantee;

for any obligation under present or future Debt Instruments (other than Covered Bonds) issued by the Issuer.

9.2 Programme Amount

The Issuer may not issue further Notes under the Programme if, at the time, the Total Nominal Amount of all Loans outstanding under the Programme exceeds (or, as a result of such issue, will exceed) the Programme Amount. The Issuer and the Dealers may agree to increase or decrease the Programme Amount in accordance with Clause 15.3.

9.3 Mergers

The Issuer shall not carry out a merger (*fusion*), other than a merger where the Issuer is the surviving entity.

9.4 Banking licence

The Issuer shall maintain a licence to conduct banking and/or financing business (*tillstånd att bedriva bankrörelse och/eller finansieringsrörelse*) as required pursuant to the Swedish Banking and Financing Business Act (*lag (2004:297) om bank och finansieringsrörelse*) or any corresponding licence required pursuant to any legislation replacing the Swedish Banking and Financing Business Act.

9.5 Change of business

If the Issuer is no longer required to maintain any licence pursuant to Clause 9.4 (*Banking licence*), the Issuer shall not substantially change the general nature of its business from that conducted on the Issue Date.

9.6 Listing

9.6.1 If listing is applicable under the relevant Final Terms of a Loan, the Issuer shall use its best efforts to ensure that the Loan is admitted to trading on the relevant Regulated Market or, if such listing is not possible to obtain or maintain, admitted to trading on another Regulated Market.

9.6.2 Following the admission to trading, the Issuer shall take all actions on its part to maintain the admission to trading as long the relevant Loan is outstanding, but not longer than up to and including the last day on which the admission to trading can reasonably, pursuant to the then applicable regulations of the relevant Regulated Market and the CSD, subsist.

9.7 Information from the Issuer

9.7.1 The Issuer will make the following information available to the Noteholders by way of press release and by publication on the website of the Issuer:

- (a) as soon as the same become available, but in any event within five (5) months after the end of each financial year, its audited consolidated financial statements for that financial year prepared in accordance with the Accounting Principles;
- (b) as soon as the same become available, but in any event within two (2) months after the end of the second and fourth quarter of its financial year, its consolidated financial statements or the year-end report (*bokslutskommuniké*) (as applicable) for such period prepared in accordance with the Accounting Principles; and
- (c) any other information required by the Swedish Securities Markets Act (*lag (2007:582) om värdepappersmarknaden*) and the rules and regulations of the Regulated Market on which any Notes are admitted to trading.

9.7.2 The Issuer shall, without undue delay, notify the Noteholders and each Dealer upon becoming aware of the occurrence of a Change of Control Event or an Event of Default. Such notice shall be made by way of a press release and may be given in advance of the occurrence of a Change of Control Event and be conditional upon the occurrence thereof, if a definitive agreement is in place providing for such Change of Control Event. Should any Dealer not receive such information, it is entitled to assume that no such

event or circumstance exists or can be expected to occur, provided that such Dealer does not have actual knowledge of such event or circumstance.

9.8 Publication of Conditions

The Conditions applicable for each Note outstanding shall be available on the website of the Issuer.

10 EVENTS OF DEFAULT IN RELATION TO SENIOR LOANS

- 10.1 The Administrative Agent shall, (i) following a request in writing from a Noteholder (or Noteholders) representing at least ten (10) per cent of the Adjusted Loan Amount under a Senior Loan (such a request can only be made by Noteholders registered on the relevant CSD Account on the Business Day occurring immediately after the date that the request was received by the Administrative Agent and must, if made by several Noteholders, be made jointly), or (ii) following a resolution by the Noteholders of a Senior Loan at a Noteholders' Meeting, on behalf of the Noteholders by notice to the Issuer, declare all, but not some only, of the outstanding Notes under such Senior Loan due and payable together with accrued but unpaid interest and any other amounts payable under the Senior Loan, immediately or at such later date as the Administrative Agent or the Noteholders' Meeting (if applicable) determines, if:
- (a) the Issuer does not pay on the due date any amount payable by it under the relevant Senior Loan, unless the non-payment:
 - (i) is caused by technical or administrative error; and
 - (ii) is remedied within five (5) Business Days from the due date;
 - (b) the Issuer does not comply with any terms, or acts in violation, of the Conditions of the relevant Senior Loan (other than those terms referred to in paragraph (a) above), unless the non-compliance:
 - (i) is capable of remedy; and
 - (ii) is remedied within twenty (20) Business Days of the earlier of (A) the Administrative Agent giving notice thereof to the Issuer and (B) the Issuer becoming aware of the non-compliance;
 - (c) the Conditions for the relevant Senior Loan becomes invalid or ineffective, in whole or in part (other than in accordance with the provisions of such Conditions), and such invalidity or ineffectiveness is materially prejudicial to the interests of the Noteholders;
 - (d) any corporate action, legal proceedings or other procedure or step (unless vexatious or frivolous, disputed in good faith and discharged within forty (40) Business Days) is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution or administration of any Material Group Company;
 - (ii) a composition, or arrangement with any creditor of any Material Group Company (other than the Noteholders); or
 - (iii) the appointment of a liquidator, administrator or other similar officer in respect of a Material Group Company or any of its assets, unless, in relation to a Material Group Company other than the Issuer, the liquidation is voluntary and not caused by such company's Insolvency;
 - (e) a Material Group Company is, or is deemed for the purposes of any applicable law to be, Insolvent;
 - (f) any attachment, sequestration, distress or execution, or any analogous process in any jurisdiction, affects any asset of a Material Group Company which is material to its business and not discharged within thirty (30) Business Days, or any Security over any asset of a Material Group Company which is material to its business is enforced; or
 - (g) any financial indebtedness (including for the avoidance of doubt, any financial indebtedness owed under guarantees) of a Material Group Company is not paid when due nor within any applicable grace period, or is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described), provided that no

Event of Default will occur under this paragraph (g) if the aggregate amount of financial indebtedness referred to herein is less than the equivalent of SEK 50,000,000 or is owed to another Group Company.

- 10.2 The Administrative Agent may not accelerate Senior Notes in accordance with Clause 10.1 by reference to a specific Event of Default if it has been decided at a Noteholders' Meeting to waive such Event of Default (temporarily or permanently).
- 10.3 If the Noteholders instruct the Administrative Agent to accelerate Senior Notes, the Administrative Agent shall promptly declare the Senior Notes due and payable and take such actions as may, in the opinion of the Administrative Agent, be necessary or desirable to enforce the rights of the Noteholders under the Conditions.
- 10.4 In the event of an acceleration of Senior Notes in accordance with this Clause 10 (*Events of Default in relation to Senior Loans*), the Issuer shall redeem all Senior Notes at an amount per Note equal to 100 per cent of the Nominal Amount, together with accrued but unpaid interest.

11 EVENTS OF DEFAULT IN RELATION TO SUBORDINATED LOANS, SENIOR NON-PREFERRED LOANS AND SENIOR PREFERRED LOANS

- 11.1 The Administrative Agent shall (i) following a request in writing from a Noteholder (or Noteholders) representing at least ten (10) per cent of the Adjusted Loan Amount under a Subordinated Loan, Senior Non-Preferred Loan or Senior Preferred Loan (such a request can only be made by Noteholders registered on the relevant CSD Account on the Business Day occurring immediately after the date that the request was received by the Administrative Agent and must, if made by a number of Noteholders, be made jointly), or (ii) following a resolution by the Noteholders of a Subordinated Loan, Senior Non-Preferred Loan or Senior Preferred Loan at a Noteholders' Meeting, on behalf of the Noteholders by notice to the Issuer, declare all, but not some only, of the outstanding Notes under such Subordinated Loan, Senior Non-Preferred Loan or Senior Preferred Loan due and payable together with accrued but unpaid interest and any other amounts payable under the Subordinated Loan, Senior Non-Preferred Loan or Senior Preferred Loan immediately or at such later date as the Administrative Agent or the Noteholders' Meeting (if applicable) determines, if:
- (a) the Issuer enters into bankruptcy (*konkurs*); or
 - (b) the Issuer enters into liquidation (*likvidation*).
- 11.2 The Administrative Agent may not declare the relevant Subordinated Loan, Senior Non-Preferred Loan or Senior Preferred Loan due for payment in accordance with Clause 11.1 by a reference to circumstances constituting an Event of Default if it is no longer continuing or if a Noteholders' Meeting has resolved to waive such circumstances.
- 11.3 Except as set out in this Clause 11 (*Events of Default in relation to Subordinated Loans, Senior Non-Preferred Loans and Senior Preferred Loans*), a Subordinated Loan, Senior Non-Preferred Loan or Senior Preferred Loan may not be declared due for payment by the Administrative Agent (or the Noteholders) prior to the Maturity Date (and irrespective of any breach by the Issuer of the Conditions for such Loan).

12 NOTEHOLDERS' MEETING

- 12.1 The Administrative Agent may and shall, at the request of (i) another Issuing House with respect to a Loan, (ii) the Issuer or (iii) Noteholders that at the time of such request represent at least ten (10) per cent of the Adjusted Loan Amount under that Loan (such a request can only be made by Noteholders registered on the CSD Account on the Business Day occurring immediately after the date that the request was received by the Administrative Agent and must, if made by a number of Noteholders, be made jointly) convene a Noteholders' Meeting for the Noteholders under the relevant Loan.
- 12.2 The Administrative Agent shall convene a Noteholders' Meeting by sending notice of this to each Noteholder and the Issuer within five (5) Business Days of having received a request from an Issuing House, the Issuer or Noteholders as described in Clause 12.1 (or a later date if this is required for technical or administrative reasons). The Administrative Agent shall also, without delay, inform each Issuing House in writing about such notice.

- 12.3 The Administrative Agent may refrain from convening a Noteholders' Meeting if (i) the proposed decision has to be approved by any party in addition to the Noteholders and this party has notified the Administrative Agent that such approval will not be given, or (ii) the proposed decision is not compatible with applicable law.
- 12.4 The notice of the meeting described in Clause 12.2 shall include (i) time for the meeting, (ii) place for the meeting, (iii) a specification of the Business Day on which a person must be registered as a Noteholder in order to be entitled to exercise voting rights, (iv) a form of power of attorney, and (v) the agenda for the meeting. The background and contents of each proposal as well as any applicable conditions and conditions precedent shall be set out in the notice in sufficient detail. If a proposal concerns an amendment to the Conditions, such proposed amendment must always be set out in precise detail. Only matters that have been included in the notice may be decided on at the Noteholders' Meeting. Should prior notification by the Noteholders be required in order to attend the Noteholders' Meeting, such requirement shall be included in the notice.
- 12.5 The Noteholders' Meeting shall be held on a date that is between fifteen (15) and thirty (30) Business Days after the date of the notice of the meeting. Noteholders' Meetings for several Loans under the Programme may be held on the same occasion.
- 12.6 Without deviating from the provisions of these General Terms and Conditions, the Administrative Agent may prescribe such further provisions relating to the convention of and holding of the Noteholders' Meeting as it considers appropriate. Such provisions may include, among other things, the possibility of Noteholders voting without attending the meeting in person or that electronic voting or a written procedure shall be used.
- 12.7 Only a person who is, or who has been provided with a power of attorney in accordance with Clause 13 (*Right to act on behalf of Noteholders*) by someone who is, a Noteholder on the Record Date for the Noteholders' Meeting may exercise voting rights at such Noteholders' Meeting, provided that the relevant Notes are included in the Adjusted Loan Amount. The Administrative Agent has the right to attend, and shall in each case ensure that an extract from the debt register (*skuldbok*) kept by the CSD as at the Record Date for the Noteholders' Meeting, is available at the Noteholders' Meeting.
- 12.8 The meeting shall be initiated by the appointment of a chairman. The Administrative Agent shall appoint the chairman and the secretary, unless the Noteholders' Meeting decides differently. Representatives and advisors of the Noteholders, the Administrative Agent, the Issuing House(s) and the Issuer have the right to participate at the Noteholders' Meeting, together with any other persons that the Noteholders' Meeting decides. The Noteholders' Meeting may decide that the Issuer and the representatives and advisors of the Issuer may only participate in a part or parts of the meeting. A transcript of the debt register (*skuldbok*) that is kept by the CSD and relevant for determining Noteholders eligible to exercise voting rights shall be available at the Noteholders' Meeting. The chairman shall compile a list of present Noteholders with voting rights that includes information on the share of the Adjusted Loan Amount that each Noteholder represents ("**voting list**"). The voting list shall be approved by the Noteholders' Meeting. Noteholders voting without attending the meeting in person, or Noteholders voting in case of a written procedure or by way of electronic voting shall for the purpose of the voting list be deemed to be present at the Noteholders' meeting. Only such Noteholders and authorised persons (as applicable) as described in Clause 12.7, shall be included in the voting list. The voting list shall be approved by the Noteholders' Meeting.
- 12.9 The chairman shall ensure that minutes are kept at the Noteholders' Meeting. The minutes shall include notes as to the participants, the issues dealt with, the voting results and the decisions that were made. The minutes shall be signed by the chairman, the secretary and at least one person appointed at the Noteholders' Meeting to approve the minutes and shall thereafter be delivered to the Administrative Agent. The minutes shall be available at the Issuer's website as soon as possible and no later than five (5) Business Days after the Noteholders' Meeting. New or revised General Terms and Conditions or Final Terms shall be appended to the minutes and sent to the CSD by the Administrative Agent or by any party appointed by the Administrative Agent.
- 12.10 In respect of a Subordinated Loan, a Senior Non-Preferred Loan or Senior Preferred Loan, the Noteholders may not resolve to make amendments to the Conditions if the Issuer, after consultation with the Swedish FSA or the Relevant Resolution Authority, considers that a change in the Conditions would be likely to result in the exclusion of the relevant Loan from the Tier 2 Capital or MREL Eligible Liability (as applicable) of the Issuer (an "**Exclusion Event**"). A resolution by the Noteholders to amend

- the Conditions is not valid if the Issuer, after consultation with the Swedish FSA or the Relevant Resolution Authority, considers that such amendment would be likely to result in an Exclusion Event.
- 12.11 Decisions on the following matters require the approval of Noteholders representing at least sixty-seven (67) per cent of that part of the Adjusted Loan Amount for which Noteholders are voting under the relevant Loan at the Noteholders' Meeting:
- (a) a postponement of the Maturity Date, reduction of the Nominal Amount, changes of terms relating to interest or amount to be repaid (other than in accordance with what is stated in the Conditions, including what follows from the application of Clause 14 (*Replacement of Base Rate*) and change in the specified currency of the Loan;
 - (b) a transfer or assignment by the Issuer of its rights and obligations under the Loan;
 - (c) a change to the terms of this Clause 12 (*Noteholders' Meeting*); and
 - (d) a mandatory exchange of Notes for other securities.
- 12.12 Matters that are not covered by Clause 12.11 require the approval of Noteholders representing more than fifty (50) per cent of that part of the Adjusted Loan Amount for which Noteholders are voting under the relevant Loan at the Noteholders' Meeting. This includes, but is not limited to, early redemption of a Loan and changes to and waivers of rights related to the Conditions that do not require a greater majority (other than changes as described in Clause 14 (*Changes to terms, etc.*)).
- 12.13 A Noteholders' Meeting is quorate if Noteholders representing at least fifty (50) per cent of the Adjusted Loan Amount under the relevant Loan in respect of a matter in Clause 12.11 and otherwise twenty (20) per cent of the Adjusted Loan Amount under the relevant Loan are present at the meeting either in person or via an authorised representative, or in each case, as has been decided by the Administrative Agent pursuant to Clause 12.6.
- 12.14 If a Noteholders' Meeting is not quorate the Administrative Agent shall convene a new Noteholders' Meeting (in accordance with Clause 12.2) unless the relevant proposal has been withdrawn by the party or parties that initiated the Noteholders' Meeting. The requirement of a quorum in Clause 12.13 shall not apply at such new Noteholders' Meeting. If the Noteholders' Meeting has met the quorum requirement for certain but not all matters which are to be decided on in the meeting, decisions shall be made in those matters for which a quorum is present whereas any other matters shall be referred to a new Noteholders' Meeting.
- 12.15 A decision at a Noteholders' Meeting that extends obligations or limits rights of the Issuer or an Issuing House under the Conditions shall also require the approval of the party concerned.
- 12.16 A Noteholder that holds more than one Note is not required to vote for all the Notes it holds and is not required to vote in the same way for all the Notes it holds.
- 12.17 The Issuer may not, directly or indirectly, pay or contribute to payment being made to any Noteholder in order that this Noteholder will give its approval under the Conditions unless such payment is offered to all Noteholders that give their approval at a relevant Noteholders' Meeting.
- 12.18 A decision made at a Noteholders' Meeting is binding on all Noteholders under the relevant Loan irrespective of whether they are represented at the Noteholders' Meeting. Noteholders that do not vote for a decision shall not be liable for losses that the decision causes to other Noteholders.
- 12.19 The Administrative Agent's reasonable costs and expenses occasioned by a Noteholders' Meeting, including reasonable payment to the Administrative Agent, shall be borne by the Issuer.
- 12.20 At the Administrative Agent's request, the Issuer shall without delay provide the Administrative Agent with a certificate stating the Nominal Amount for Notes held by Group Companies and Affiliates on the relevant Record Date prior to a Noteholders' Meeting, irrespective of whether such entities are registered by name as Noteholders of Notes. The Administrative Agent shall not be responsible for the content of such a certificate or otherwise be responsible for establishing whether a Note is held by a Group Company.
- 12.21 Information on decisions taken at a Noteholders' Meeting shall be notified without delay to the Noteholders under the relevant Loan in accordance with Clause 17 (*Notices*). At the request of a Noteholder the Administrative Agent shall provide the Noteholder with minutes of the relevant

Noteholders' Meeting. However, failure to notify the Noteholders as described above shall not affect the validity of the decision.

13 RIGHT TO ACT ON BEHALF OF NOTEHOLDERS

- 13.1 If a party other than a Noteholder wishes to exercise a Noteholder's rights under the Conditions or to vote at a Noteholders' Meeting, such person shall be able to produce a proxy form or other authorisation document issued by the Noteholder or a chain of such proxy forms and/or authorisation documents from the Noteholder.
- 13.2 A Noteholder may authorise one or more parties to represent the Noteholder in respect of certain or all Notes held by the Noteholder. Such authorised party may act independently.

14 REPLACEMENT OF BASE RATE

- 14.1 If a Base Rate Event as described in Clause 14.2 below has occurred, the Issuer shall, in consultation with the Administrative Agent, initiate the procedure to, as soon as reasonably possible, determine a Successor Base Rate, Adjustment Spread, as well as initiate the procedure to determine upon necessary administrative, technical and operative amendments to the Conditions in order to apply, calculate and finally decide the applicable Base Rate. The Administrative Agent is not obligated to participate in such consultation or determination as described above. Should the Administrative Agent not participate in such consultation or determination, the Issuer shall, at the Issuer's expense, as soon as possible appoint an Independent Adviser to initiate the procedure to, as soon as reasonably possible, determine upon the mentioned. Provided that the Successor Base Rate, the Adjustment Spread and other amendments have been finally decided no later than prior to the relevant Interest Determination Date in relation to the next succeeding Interest Period, they shall become effective with effect from and including the commencement of the next succeeding Interest Period, always subject to any technical limitations of CSD and any calculation methods applicable to such Successor Base Rate.
- 14.2 A base rate event is an event where one or more of the following events occur ("**Base Rate Event**"):
- (a) the Base Rate (for the relevant Interest Period of the relevant Loan) has ceased to exist or ceased to be published for at least five (5) consecutive Business Days as a result of the Base Rate (for the relevant Interest Period of the relevant Loan) ceasing to be calculated or administered;
 - (b) a public statement or publication of information by (i) the supervisor of the Base Rate Administrator or (ii) the Base Rate Administrator that the Base Rate Administrator ceases to provide the applicable Base Rate (for the relevant Interest Period of the relevant Loan) permanently or indefinitely and, at the time of the statement or publication, no successor administrator has been appointed or is expected to be appointed to continue to provide the Base Rate;
 - (c) a public statement or publication of information in each case by the supervisor of the Base Rate Administrator that the Base Rate (for the relevant Interest Period of the relevant Loan) is no longer representative of the underlying market which the Base Rate is intended to represent and the representativeness of the Base Rate will not be restored in the opinion of the supervisor of the Base Rate Administrator;
 - (d) a public statement or publication of information in each case by the supervisor of the Base Rate Administrator with the consequence that it is unlawful for the Issuer or the Administrative Agent to calculate any payments due to be made to any Noteholder using the applicable Base Rate (for the relevant Interest Period of the relevant Loan) or it has otherwise become prohibited to use the applicable Base Rate (for the relevant Interest Period of the relevant Loan);
 - (e) a public statement or publication of information in each case by the bankruptcy trustee of the Base Rate Administrator or by the trustee under the bank recovery and resolution framework (Sw. *krishanteringsregelverket*), or in respect of EURIBOR and NIBOR, from the equivalent entity with insolvency or resolution powers over the Base Rate Administrator, containing the information referred to in (b) above; or
 - (f) a Base Rate Event Announcement has been made and the announced Base Rate Event as set out in (b) to (e) above will occur within six (6) months.

- 14.3 Upon a Base Rate Event Announcement, the Issuer may (but is not obligated to), if it is possible at such time to determine the Successor Base Rate, Adjustment Spread and other amendments, in consultation with the Administrative Agent, or through the appointment of an Independent Adviser, initiate the procedure as described in Clause 14.1 to finally decide the Successor Base Rate, the Adjustment Spread and other amendments, in order to change to the Successor Base Rate at an earlier time.
- 14.4 If a Base Rate Event set out in any of the paragraphs (a) to (e) of the Base Rate Event definition has occurred but no Successor Base Rate and Adjustment Spread have been finally decided at the latest prior to the relevant Interest Determination Date or if such Successor Base Rate and Adjustment Spread have been finally decided but due to technical limitations of CSD, cannot be applied in relation to the relevant Interest Determination Date, the interest applicable to the next succeeding Interest Period shall be:
- (a) if the previous Base Rate is available, determined pursuant to the terms that would apply to the determination of the Base Rate as if no Base Rate Event had occurred; or
 - (b) if the previous Base Rate is no longer available or cannot be used in accordance with applicable law or regulation, equal to the interest determined for the immediately preceding Interest Period.

The provisions set out in this clause are applicable on subsequent Interest Periods, provided that all relevant measures have been carried out regarding the application of and the adjustments described in this Clause 14 *Replacement of Base Rate* prior to every such subsequent Interest Determination Date, but without success.

- 14.5 Prior to the Successor Base Rate, Adjustment Spread and any other amendments becoming effective, the Issuer shall promptly, following the final decision by the Issuer in consultation with the Administrative Agent, or the Independent Adviser of any Successor Base Rate, Adjustment Spread and any other amendments, give notice thereof to the Noteholders, the Administrative Agent and CSD in accordance with Clause 17 (*Notices*). The notice shall also include information about the effective date of the amendments. If the Notes are admitted to trading on a Regulated Market the Issuer shall also give notice of the amendments to the relevant stock exchange.
- 14.6 The Independent Adviser and the Administrative Agent, that carries out measures in accordance with this Clause 14 shall not be liable whatsoever for any damage or loss caused by any determination, action taken or omitted by it in conjunction with the determination and final decision of the Successor Base Rate, Adjustment Spread and any amendments thereto to the Conditions, unless directly caused by its gross negligence or wilful misconduct. The Independent Adviser and the Administrative Agent shall never be responsible for indirect or consequential loss.
- 14.7 No amendments to the Base Rate or other amendments to the Conditions pursuant to this Clause 14 *Replacement of Base Rate* shall be made if, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of any Subordinated Notes as Tier 2 Capital or any Senior Preferred Notes or Senior Non-Preferred Notes as MREL Eligible Liabilities.
- 14.8 In this Clause 14 the following definitions have the meaning described below:

”**Adjustment Spread**” means a spread or a formula or methodology for calculating a spread to be applied to a Successor Base Rate and that is:

- (a) formally recommended by any Relevant Nominating Body in relation to the replacement of the Base Rate; or
- (b) if (a) is not applicable, the adjustment spread that the Issuer in consultation with the Arranger or the Independent Adviser determines is reasonable to use in order to eliminate, to the extent possible, any transfer of economic value from one party to another as a result of a replacement of the Base Rate and is customarily applied in comparable debt capital market transactions.

”**Base Rate Administrator**” means Swedish Financial Benchmark Facility AB (SFBF) in relation to STIBOR, Norske Finansielle Referanser AS (NoRe) in relation to NIBOR and European Money Markets Institute (EMMI) in relation to EURIBOR or any person replacing it as administrator of the Base Rate.

”**Base Rate Event Announcement**” means a public statement or published information as set out in Clause 14.2(b) to 14.2(e) that any event or circumstance specified therein will occur.

”**Independent Adviser**” means an independent financial institution or adviser of repute in the debt capital markets where the Base Rate is commonly used.

”**Relevant Nominating Body**” means, subject to applicable law, firstly any relevant supervisory authority, secondly any applicable central bank, or any working group or committee of any of them, or thirdly the Financial Stability Council (*Finansiella stabilitetsrådet*) or any part thereof.

”**Successor Base Rate**” means:

- (a) a screen or benchmark rate, including the methodology for calculating term structure and calculation methods in respect of debt instruments with similar interest rate terms as the Notes, which is formally recommended as a successor to or replacement of the Base Rate by a Relevant Nominating Body;
- (b) if there is no such rate as described in paragraph (i), such other rate as the Issuer in consultation with the Arranger or the Independent Adviser determines is most comparable to the Base Rate.

For the avoidance of doubt, in the event that a Successor Base Rate ceases to exist, this definition shall apply *mutatis mutandis* to such new Successor Base Rate.

15 CHANGES TO TERMS, ETC.

15.1 The Issuer and the Dealers are entitled to agree on:

- (a) adjustments to correct any clear and manifest error in these General Terms and Conditions; and
- (b) changes and amendments to these General Terms and Conditions as required by law, court order or official decision.

15.2 The Issuer and the Administrative Agent are entitled to agree on:

- (a) adjustments to correct any clear and manifest error in the Final Terms of a specific Loan; and
- (b) changes and amendments to the Final Terms of a specific Loan as required by law, court order or official decision.

15.3 The Issuer and the Dealers may agree to increase or decrease the Programme Amount.

15.4 A new dealer may be engaged by agreement between the Issuer and the dealer in question and the Dealers. A Dealer may step down as a Dealer, but an Administrative Agent in respect of a specific Loan may not step down unless a new Administrative Agent is appointed in its place.

15.5 The Issuer and the Administrative Agent or the Independent Adviser may, without the approval of the Noteholders, agree on and execute amendments to the Conditions in accordance with what is described in Clause 14 (*Replacement of Base Rate*) and such amendments will be binding on those covered by the Conditions.

15.6 Amendments to or concession of Conditions in cases other than as set out in Clauses 15.1–15.4 shall take place through a decision at a Noteholders’ Meeting as described in Clause 12 (*Noteholders’ Meeting*).

15.7 Approval at a Noteholders’ Meeting of an amendment to the terms may include the objective content of the amendment and need not contain the specific wording of the amendment.

15.8 A decision on an amendment to the terms shall also include a decision on when the amendment is to take effect. However, an amendment shall not take effect until it has been registered with the CSD (where relevant) and published on the Issuer’s website.

15.9 The amendment or concession of terms as described in this Clause 15 (*Changes to terms, etc.*) shall be promptly notified by the Issuer to the Noteholders in accordance with Clause 17 (*Notices*).

16 PRESCRIPTION

16.1 Claims for the repayment of principal shall be prescribed and become void ten (10) years after the Maturity Date. Claims for the payment of interest shall be prescribed and become void three (3) years

after the relevant Interest Payment Date. Upon prescription, the Issuer shall be entitled to keep any funds that may have been reserved for such payments.

- 16.2 If the prescription period is duly interrupted in accordance with the Swedish Limitations Act (*preskriptionslagen (1981:130)*) a new prescription period of ten (10) years will commence for claims in respect of principal and three (3) years for claims in respect of interest amounts, in both cases calculated from the day indicated by provisions laid down in the Swedish Limitations Act concerning the effect of an interruption in the limitation period.

17 NOTICES

- 17.1 Notices shall be provided to Noteholders for the relevant Loan at the address registered with the CSD on the Record Date before dispatch and, in respect of Notes denominated in NOK, by the VPS to the Noteholders in accordance with the Norwegian Securities Register Act and the VPS Rules. A notice to the Noteholders shall also be published by means of a press release and published on the Issuer's website.
- 17.2 Notices to the Issuer or the Dealers shall be provided at the address registered with the Swedish Companies Registration Office (*Bolagsverket*) on the Business Day before dispatch.
- 17.3 A notice to the Issuer or Noteholders in accordance with the Conditions that is sent by standard post shall be deemed to have been received by the recipient on the third Business Day after dispatch and notices sent by courier shall be deemed to have been received by the recipient when delivered to the specified address.
- 17.4 In the event that a notice is not sent correctly to a certain Noteholder the effectiveness of notices to other Noteholders shall be unaffected.

18 LIMITATION OF LIABILITY ETC.

- 18.1 With regards to the obligations imposed on the Dealers or the CSD, respectively, the Dealers and the CSD shall not be held liable for any losses arising out of any Swedish or foreign legal enactment, or any measure undertaken by a Swedish or foreign public authority, or war, strike, blockade, boycott, lockout or any other similar circumstance. The reservation in respect of strikes, blockades, boycotts and lockouts applies even if the party concerned itself takes such measures or is subject to such measures.
- 18.2 Losses arising in other cases shall not be compensated by a Dealer or the CSD if the relevant entity has exercised due care. In no case shall compensation be paid for indirect losses.
- 18.3 Should a Dealer or the CSD not be able to fulfil its obligations under these Conditions due to any circumstance set out in Clause 16.1, such action may be postponed until the obstacle has been removed.
- 18.4 The aforesaid shall apply unless otherwise provided in the Swedish Financial Instruments Accounts Act.

19 APPLICABLE LAW AND JURISDICTION

- 19.1 The Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden.
- 19.2 Disputes shall be settled by Swedish courts. Stockholm District Court (*Stockholms tingsrätt*) shall be the court of first instance.

We hereby confirm that the above General Terms and Conditions are binding upon us.

24 May 2023

NOBA BANK GROUP AB (publ)

FORM OF FINAL TERMS

for [Senior Loan]/[Subordinated Loan]/[Senior Preferred Loan]/[Senior Non-Preferred Loan] No. [•] under NOBA Bank Group AB (publ)'s Swedish medium term note programme

The following are the final terms and conditions (“**Final Terms**”) of [Senior Loan]/[Subordinated Loan]/[Senior Preferred Loan]/[Senior Non-Preferred Loan] No. [•], (the “**Loan**”) that NOBA Bank Group AB (publ) (the “**Issuer**”) issues in the capital market.

The Loan shall be subject to the general terms and conditions dated 24 May 2023 (the “**General Terms and Conditions**”) set out in the Issuer’s base prospectus for the issuance of medium term notes, dated 31 May 2024 (the “**Base Prospectus**”) [as supplemented on [•]], and the Final Terms set out below. Words and expressions not defined in the Final Terms shall have the meaning set out in the General Terms and Conditions.

This document constitutes the Final Terms for the purposes of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”) and must be read in conjunction with the Base Prospectus [as supplemented]. Full information on the Issuer and the offer of the Loan is only available on the basis of the combination of these Final Terms, the Base Prospectus and any supplement to the Base Prospectus, and an investor in the Notes should therefore carefully read these Final Terms, the Base Prospectus and any supplements. These documents are available via www.noba.bank.

[These Final Terms replace the Final Terms dated [•] whereby the total Nominal Amount is increased by [•] from [•] to [•]].

Terms and conditions for the Loan

1.	Loan no: (i) Tranche:	[•] [•]
2.	Total Nominal Amount (i) for the Loan in total: (ii) for the tranche: [for earlier tranches:]	[•] [•] [[•]]
3.	Nominal Amount per Note:	[•] <i>[Not less than EUR 100,000 or the equivalent.]</i>
4.	Price per Note:	[•]% of the Nominal Amount per Note [plus accrued interest from and including [•]]
5.	Currency:	[EUR]/[SEK]/[NOK]
6.	Trade Date:	[•]
7.	Issue Date:	[•]
8.	Interest Commencement Date:	[Issue Date]/ <i>[Specify other Interest Commencement Date]</i>
9.	Maturity Date:	[•]
10.	Status:	[Senior Loan] [Senior Preferred] [Senior Non-Preferred] [Subordinated Loan] [The risk factors under the heading “Specific risks relating to Subordinated Notes” in the Base Prospectus apply.]
11.	Voluntary redemption of Notes by the Issuer (Senior Notes):	[Applicable]/[Not applicable] <i>[If not applicable, delete the remaining sub-paragraphs of this paragraph.]</i> The Issuer may redeem all, or some only, of the outstanding Notes:

		<p>[[i)] at any time from and including [the first Business Day falling [•] ([•])[months/days] after the Issue Date] / [•] to, but excluding, [the Maturity Date] / [•] at an amount per Note equal to [•] per cent of the Nominal Amount, together with accrued but unpaid interest;][and/or]</p> <p>[[i)]/[(ii)] at any time from and including the first Business Day falling [•] ([•]) [months/days] prior to the Maturity Date to, but excluding, the Maturity Date, at an amount equal to 100 per cent of the Nominal Amount together with accrued but unpaid interest]]</p>
12.	Voluntary redemption of Notes by the Issuer (Senior Preferred, Senior Non-Preferred Notes or Subordinated Notes):	<p>[Applicable]/[Not Applicable] <i>[If not applicable, delete the remaining sub-paragraphs of this paragraph.]</i></p> <p>[The Issuer has the right to redeem all of the outstanding Notes [on [•]] [during the time period from [•] to [•]] [and thereafter on each Interest Payment Date], provided that the conditions set out in Clause 8.5.1 are met].</p> <p>The Issuer [further] has the right to redeem all of the outstanding Notes provided that the conditions set out in Clause 8.5.2 are met.</p>
13.	Type of interest rate:	[Fixed interest rate]/[Floating interest rate (FRN)]

14.	Additional terms and conditions for Loans with fixed interest rate:	[Applicable]/[Not applicable] <i>[If not applicable, delete the remaining sub-paragraphs of this paragraph.]</i>
	(i) Interest Rate:	[[•] % per annum]
	(ii) Interest Payment Date(s):	[•]
	(iii) Interest Period:	The first Interest Period runs from but excluding [•] to and including [•], and thereafter from but excluding one Interest Payment Date to and including the next Interest Payment Date
	(iv) Day Count Convention:	[30/360]/ [•]

15.	Additional terms and conditions for Loans with floating interest rate (FRN):	[Applicable]/[Not applicable] <i>[If not applicable, delete the remaining sub-paragraphs of this paragraph.]</i>
	(i) Interest Base:	[•] month(s) [EURIBOR]/[STIBOR/[NIBOR]]
	(ii) Margin:	[+/-][•] percentage points
	(iii) Interest Determination Date:	[Two] Business Days prior to the first day of each Interest Period, beginning on [•]
	(iv) Interest Period:	The first Interest Period runs from but excluding [•] to and including [•], and thereafter from but excluding one Interest Payment Date to and including the next Interest Payment Date
	(v) Interpolation:	[Not applicable]/[The Interest Base applicable to the interest paid on the [first]/[last] Interest Payment Date shall be subject to linear interpolation between [•] month(s) [EURIBOR] [STIBOR] [NIBOR] and [•] month(s) [EURIBOR] [STIBOR] [NIBOR]]
	(vi) Interest Payment Date(s):	[•]

	(vii) Day Count Convention:	[Actual/360]/ [•]
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Other information

16.	Expected credit rating for Loan (on the Issue Date):	[Not applicable]/[•]
17.	Issuing House(s): (i) for the tranche: [for earlier tranches:]	[Carnegie Investment Bank AB (publ)]/[Danske Bank A/S, Danmark, Sverige Filial]/[Nordea Bank Abp]/[Skandinaviska Enskilda Banken AB (publ)]/[Swedbank AB (publ)]/[] <i>[If only one tranche, delete the remaining sub-paragraphs of this paragraph.]</i> [Carnegie Investment Bank AB (publ)]/[Danske Bank A/S, Danmark, Sverige Filial]/[Nordea Bank Abp] /[Skandinaviska Enskilda Banken AB (publ)]/[Swedbank AB (publ)]/[] [Carnegie Investment Bank AB (publ)]/[Danske Bank A/S, Danmark, Sverige Filial]/[Nordea Bank Abp]/[Skandinaviska Enskilda Banken AB (publ)]/[Swedbank AB (publ)]
18.	Administrative Agent:	[Carnegie Investment Bank AB (publ)]/[Danske Bank A/S, Danmark, Sverige Filial]/[Nordea Bank Abp]/[Skandinaviska Enskilda Banken AB (publ)]/[Swedbank AB (publ)]
19.	ISIN code:	[•]
20.	Listing and admission to trading: (i) Regulated Market: (ii) The estimated earliest date on which the Notes will be admitted to trading: (iii) Estimate of the total costs and expenses related to the admission to trading: (iv) Total number of Notes admitted to trading:	[Not applicable]/[Applicable] <i>[If not applicable, delete the remaining sub-paragraphs of this paragraph.]</i> [Nasdaq Stockholm]/[Other Regulated Market] [Specify details]/[Not applicable] [Specify details]/[Not applicable] [•]
21.	Resolutions as basis for the issuance:	[Specify details]/[Not applicable] <i>[If a resolution covering issuances under the MTN programme is described in the Base Prospectus, and the relevant issue is covered by such resolution, the option “Not applicable” shall be selected.]</i>
22.	Interests:	[Specify details]/[Not applicable] <i>[If applicable, describe interests of individuals and legal entities involved in the issuance as well as a record of all interests and possible conflicts of interests of importance to the issuance together with records of those involved and the nature of the interest.]</i>
23.	Information from third parties:	[Information in these Final Terms originating from a third party has been reproduced accurately and, as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted]

		which would render the reproduced information inaccurate or misleading. The sources for such information are [•.]/[Not applicable]
24.	Use of proceeds:	[General financing of the Issuer's and the Group's business activities] [Specify details]
25.	The estimated net amount of the proceeds:	[EUR/SEK/NOK] [•] less customary transaction costs and fees.

We hereby confirm that the above Final Terms are applicable to Loan No. [•] together with the General Terms and Conditions and undertake to repay the Loan and to pay interest in accordance herewith. We confirm that any material event after the date of the Base Prospectus that could affect the market's assessment of the Loan and the Company have been made public.

Stockholm, [•]

NOBA BANK GROUP AB (publ)

DESCRIPTION OF NOBA

General information about NOBA

The Issuer

The Issuer, NOBA Bank Group AB (publ), with Swedish corporate registration number 556647-7286 and Legal Entity Identifier Code 21380057HUGFEAF25W84, was incorporated in Sweden on 15 July 2003 and registered with the Swedish Companies Registration Office (*Bolagsverket*) on 26 August 2003. The Issuer's registered office is located at Gävlegatan 22 in Stockholm. The Issuer is a public limited liability banking company (*publikt bankaktiebolag*).

The Issuer's website is www.noba.bank. The information on the website is not a part of this Base Prospectus, unless that information is incorporated by reference into this Base Prospectus.

Under its current Articles of Association, the Issuer's share capital shall be not less than SEK 50,000,000 and not more than SEK 200,000,000, divided into not fewer than 2,000,000 shares and not more than 8,000,000 shares. The Issuer has only one class of shares. The Issuer's registered share capital is SEK 72,676,783 represented by 2,403,815 shares.

Regulatory history of the Issuer

On 27 January 2004, the Issuer was granted a licence as a credit market company (*kreditmarknadsbolag*) to conduct financing business under the Swedish Financing Business Act (*lag (1992:1610) om finansieringsverksamhet*), subsequently replaced by the Swedish Banking and Financing Business Act (*lag (2004:297) om bank- och finansieringsrörelse*). On 5 December 2014, the Issuer was granted a licence to conduct banking business under the Swedish Banking and Financing Business Act.

Main activities of NOBA

NOBA's main business consists of lending to the general public. NOBA conducts its business in Sweden and on a cross-border basis in Norway, Finland, Denmark, Germany, Spain, the Netherlands and Ireland and is from time to time evaluating the possibility to enter into new geographical markets.

Under the brands Bank Norwegian and Nordax, NOBA offers personal loans in Sweden, Norway, Finland and Denmark. Under the Nordax brand, loans secured against residential property are offered in Sweden and Norway. Through the subsidiary SHP, NOBA also offers loans secured against residential property to Swedes aged 60 and older. Finally, NOBA also offers credit cards in Sweden, Norway, Finland, Denmark and Germany under the Bank Norwegian brand.

NOBA also, through the brands Bank Norwegian and Nordax as well as via partners, offers savings accounts to the general public in Sweden, Norway, Finland, Denmark, Germany, Spain, the Netherlands and Ireland. These are covered by the Swedish deposit guarantee scheme and, with regards to deposits in the Branch by Norwegian depositors, also by the Norwegian deposit guarantee scheme. Deposits in savings accounts are also one element of NOBA's diversified financing platform, which also consists of asset-backed securities, financing against collateral from international banks, bonds, equity and subordinated liabilities.

As of 31 December 2023, the Issuer's lending to the public amounted to SEK 110,121 million and deposits amounted to SEK 96,788 million. Lending growth has been steady since 2011 growing from SEK 6.6bn at the end of 2011 with an average compounded annual growth rate of 26 per cent until the end of 2023.

NOBA's personal loans are issued to customers made up of individuals who, based on the absence of historical losses, are deemed to pose a low risk and have high creditworthiness. The loan customers are typically middle-aged with incomes above or in-line with the national average for household incomes. They are also close to or above the national averages for home ownership and do not have a record of non-payment.

NOBA's mortgages are primarily issued to customers with an employment form other than a traditional full-time position e.g. part-time workers, self-employed persons, freelancers etc. Other target groups are individuals with limited credit history or people who have a payment remark. All groups are individuals who might have problems being granted a mortgage loan from a full-service bank and the offer comes with a higher interest rate than a regular mortgage in such a bank.

NOBA's equity release products offered through SHP are issued to elderly persons wanting to release equity from properties with a significant over-value. The equity release mortgage is life-long and non-amortising. All interest is capitalised during the life of the loan and repaid together with the principal at the time of repayment, usually when the borrowers either sell their property or decease. All customers benefit from a 'No negative equity

guarantee', which guarantees that the borrower can never owe an amount higher than the market value of their home.

NOBA's business model centers around responsible lending based on a centralized platform, digital competence, partnerships and with a vast experience of credit underwriting. It also comprises a diversified set of distribution channels. These are made up of direct channels such as online channels, direct marketing and existing customers and indirect channels such as loan intermediaries.

Legal structure of the Group

The Issuer is part of a corporate group in which NOBA Holding currently is the ultimate parent.⁴ The Issuer is a wholly-owned subsidiary of the holding company NOBA Group which in turn is a wholly-owned subsidiary of the holding company NOBA Holding. The object of the two holding companies' business is to own and manage securities and to conduct other business compatible therewith.

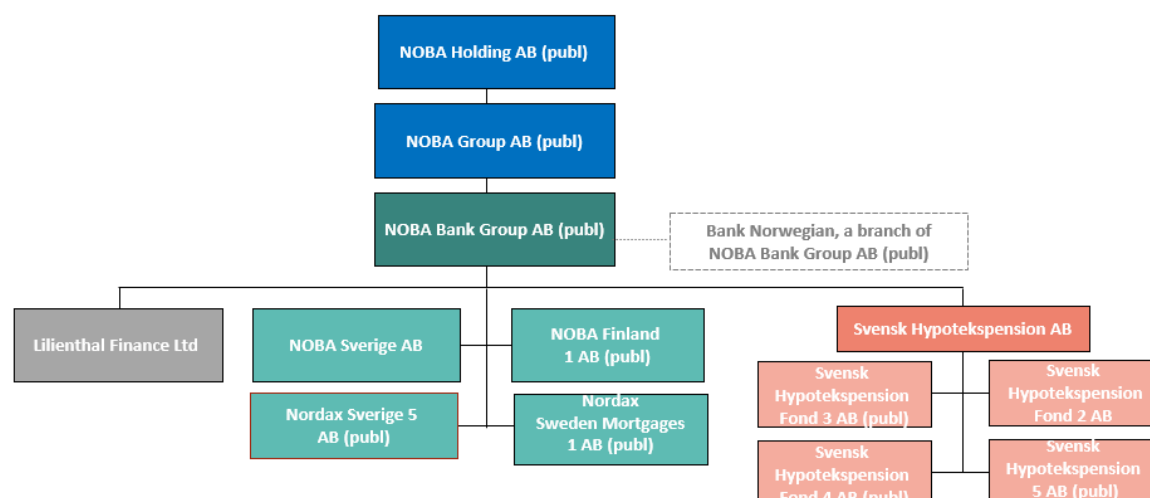
Following a voluntary offer to the shareholders of Bank Norwegian and the commencement of a compulsory redemption procedure, since 3 November 2021, NOBA became the owner of 100 per cent of the shares in Bank Norwegian. On 30 November 2022, Bank Norwegian and the Issuer were consolidated through a legal merger (with the Issuer as the surviving entity) and Bank Norwegian's business is continued through a Norwegian branch.

The Group operates through the Issuer, the Issuer's funding subsidiaries (as of the date of this Base Prospectus four subsidiaries), its subsidiary SHP and SHP's funding subsidiaries (as of the date of this Base Prospectus four subsidiaries), the Issuer's subsidiary Lilienthal Finance Ltd and the Issuer's Norwegian branch. In December 2019, NOBA acquired approximately 9 per cent of the mortgage institution Stabelo.

As part of the Issuer's funding strategy, consumer loans and equity release mortgages are continuously transferred from the Issuer and SHP to their respective funding subsidiaries and pledged as security for bilateral warehouse facilities or asset-backed securities.

⁴ The Board of Directors of NOBA Holding, NOBA Group and the Issuer have on 28 March 2024, resolved to sign a joint merger plan for the implementation of an intra-group merger. On 8 May 2024, the Swedish FSA granted NOBA Holding, NOBA Group and the Issuer approval to execute its merger plan. The merger will be implemented with the Issuer as the surviving company and NOBA Holding and NOBA Group as the transferring companies. The Issuer is currently wholly-owned by NOBA Group, which in turn is wholly-owned by NOBA Holding. Following the completion of the merger, the Issuer will be the ultimate parent of the corporate group.

Legal structure of the Group and the holding companies (as per the date of this Base Prospectus):



Owners

In February 2018, Nordic Capital Fund VIII⁵ (“**Nordic Capital**”) and Sampo plc⁶ (“**Sampo**”), through NOBA Holding⁷, announced a recommended mandatory public cash offer to the shareholders in NOBA Group to acquire all outstanding shares in NOBA Group. After the expiry of the acceptance period and a compulsory redemption of certain remaining shares, NOBA Holding holds 100 per cent of the shares and votes in NOBA Group. NOBA Group’s shares were delisted from Nasdaq Stockholm, the last day of trading being 24 April 2018. In connection with the Issuer’s acquisition of Bank Norwegian, Nordic Capital Fund IX⁸ invested in NOBA Holding and is consequently an indirect shareholder of the Group alongside Nordic Capital Fund VIII and Sampo.

The Issuer and its shareholders each comply with applicable rules and regulation (such as the Swedish Companies Act) to ensure that the control over the Issuer is not abused. In order to prevent shareholders from abusing power due to the ownership structure and control of the Issuer, the Issuer has also adopted a policy regarding closely related party transactions.

Relevant legislation

The Issuer is a public limited liability banking company and as such regulated by the Swedish Companies Act (*aktiebolagslagen (2005:551)*) and its articles of association. As a banking company, the Issuer is subject to the supervision of the Swedish FSA and regulated by *inter alia* by the Swedish Banking and Financing Business Act, the Swedish Deposit Insurance Act (*lag (1995:1571) om insättningsgaranti*) and the Swedish Insurance Distribution Act (*lag (2018:1219) om försäkringsdistribution*). The Issuer is further regulated by the CRR II, the Swedish Supervision of Credit and Investment Firms Act (*lag (2014:968) om särskild tillsyn över kreditinstitut och värdepappersbolag*) and the Swedish Act on Capital Buffers (*lag 2014:966) om kapitalbuffertar*) which implements CRD IV. The capital adequacy requirements are measured both on the level of the Issuer and on the consolidated situation which the Issuer reports to the Swedish FSA, consisting, as of the date of this Base Prospectus, of NOBA Holding, NOBA Group, the Issuer, NOBA Sverige AB, NOBA Finland 1 AB (publ), Nordax Sverige 5 AB (publ), Nordax Sweden Mortgages 1 AB (publ), Lilienthal Finance Ltd., SHP, Svensk

⁵ “Nordic Capital Fund VIII” refers to Nordic Capital VIII Limited, a limited liability company established in accordance with the laws of Jersey, having its registered office at 26 Esplanade, St Helier, Jersey, JE2 3QA, Channel Islands, acting in its capacity as General Partner of Nordic Capital VIII Alpha, L.P. and Nordic Capital VIII Beta, L.P. “Nordic Capital” refers to Nordic Capital Fund VIII and/or any or all of its predecessor or successor funds or continuation vehicles (depending on the context).

⁶ “Sampo” refers to Sampo plc, a public limited liability company incorporated under the laws of Finland with reg. no. 0142213-3 and registered address at Fabianinkatu 27, 00100 Helsinki.

⁷ At the time named NDX Intressenter AB.

⁸ “Nordic Capital Fund IX” refers to Nordic Capital IX Limited, a limited liability company established in accordance with the laws of Jersey, having its registered office at 26 Esplanade, St Helier, Jersey, JE2 3QA, Channel Islands, acting in its capacity as General Partner of Nordic Capital IX Alpha, L.P. and Nordic Capital IX Beta, L.P.

Hypotekspension Fond 2 AB, Svensk Hypotekspension Fond 3 AB (publ), Svensk Hypotekspension Fond 4 AB (publ) and Svensk Hypotekspension 5 AB (publ).

In addition to laws and official regulations, the Issuer has a number of internal governing documents that govern the day-to-day management of the company. These are adopted by the board of directors or the CEO and include inter alia the rules of procedures for the board of directors, instructions for the CEO, the governance and enterprise risk management policy, the credit policies and instructions, the remuneration policy, the outsourcing policy, the financial risk policy, the liquidity contingency plan, the complaints management policy, the financial crime policy and the information security policy.

Board of directors

The board of directors of the Issuer consists of eight ordinary members. The table below sets out the name and current position of each board member.

Name	Position	Appointed
Hans-Ole Jochumsen	Chairman	2018
Christopher Ekdahl	Member	2018
Henrik Källén	Member	2018
Christian Frick	Member	2018
Ville Talasmäki	Member	2018
Ricard Wennerklint	Member	2020
Daniella Bertlin	Member, employee representative	2022
Ragnhild Wiborg	Member	2023

Hans-Ole Jochumsen

Born 1957 in Denmark. Chairman of the Board.

Principal education: MSc in Economics, Copenhagen University, Denmark

Other on-going principal assignments: Senior Advisor in the company Alkymi.io, member of the Advisory Board of Concordium AG, Industrial Advisor in Airfinity Ltd (UK) and board member in Cassa di Compensazione e Garanzia S.p.A. (Euronext Clearing).

Christopher Ekdahl

Born 1980 in Sweden. Non-Executive Director.

Principal education: MSc in Engineering Physics, Lund University, Sweden and École Centrale Paris, France.

Other on-going principal assignments: Principal in NC Advisory AB, adviser to the Nordic Capital Funds. Chairman of the board of Sambla Group Holding AB (publ) and board member of Stabelo Group AB.

Henrik Källén

Born in 1968 in Sweden. Non-Executive Director.

Principal education: Master of Laws (LL.M), Stockholm University, Sweden.

Other on-going principal assignments: Chairman of the board of *inter alia* Zensum AB. Board member of *inter alia* DPOrganizer AB, Fondab AB and MM Holding AB. Industrial advisor through own company Kallen Advisory AB.

Christian Frick

Born in 1976 in Sweden. Non-Executive Director.

Principal education: MSc in Economics and Business Administration, Stockholm School of Economics and the Stockholm University School of Business, Sweden.

Other on-going principal assignments: Partner in NC Advisory AB, adviser to Nordic Capitals funds, board member in amongst other Ascot Lloyd Bidco Jersey Limited, Bilthouse Beteiligungs GmbH and RiskPoint Holding A/S.

Ville Talasmäki

Born in 1975 in Finland. Non-Executive Director.

Principal education: MSc in Economics and Business Administration, Turku School of Economics and Business Administration, Finland and Warwick Business School, England.

Other on-going principal assignments: Group Chief Investment Officer and Group Executive Committee Member of Sampo plc and board member of If P&C Insurance Holding Ltd (publ), If P&C Insurance Ltd (publ) and Finance Finland. Deputy board member of Varma Mutual Pension Insurance Company.

Ricard Wennerklint

Born in 1969 in Sweden. Non-Executive Director.

Principal education: Business Administration and Finance, Stockholm School of Economics, Sweden.

Other on-going principal assignments: Chief of Strategy/Group Executive Vice President at Sampo plc, Sampo Abp filial i Sverige and member of the Sampo Group Executive Committee. Chairman of the board of Topdanmark A/S, Denmark and Hastings Group Holdings Limited, UK. Board member of If P&C Insurance Holding Ltd.

Daniella Bertlin

Born in 1999 in Sweden. Non-Executive Director.

Principal education: Bachelor of Science in Business Administration, Stockholm University, Sweden.

Other on-going principal assignments: Process Developer Payments at NOBA.

Ragnhild Wiborg

Born 1961 in Sweden. Non-Executive Director.

Principal education: Bachelor of Science in Economics, major in International Business, Stockholm School of Economics, Sweden.

Other on-going principal assignments: Chairman of the board of Energia AS, Cerebrum Invest AS and board member of Intrum AB (publ), Rana Gruber ASA, Kistefos AS, Jesem AS and Brunsbica AS.

Senior Management team

Name	Position
Jacob Lundblad	Chief Executive Officer
Mats Benserud	Branch Manager and Branch Chief Financial Officer
Markus Kirsten	Director of Credit Risk and Analytics
Malin Frick	Head of HR
Hanna Belander	Chief Marketing Officer
Fredrik Mundal	Chief Commercial Officer
Malin Jönsson	Chief Operating Officer
Patrick MacArthur	Chief Financial Officer
Kristina Tham Nordlind	Chief Legal Counsel
Adam Wiman	Chief Technology Officer
Olof Mankert	Chief Risk Officer (adjunct member of senior management team)

Jacob Lundblad

Born 1978 in Sweden. CEO since 2017.

Principal education: Degree of Master in Business Administration, Degree of Bachelor of Business Law, School of Economics and Management, Lund University, Sweden.

Other on-going principal assignments: Board member and CEO of Nordax Sverige 5 AB (publ), Nordax Sweden Mortgages 1 AB and NOBA Finland 1 AB (publ). Chairman of the board of Svensk Hypotekspension AB, Svensk Hypotekspension Fond 2 AB, Svensk Hypotekspension Fond 3 AB (publ), Svensk Hypotekspension Fond 4 AB (publ) and Svensk Hypotekspension 5 AB (publ). Board member of NOBA Sverige AB. CEO of NOBA Holding AB (publ) and NOBA Group AB (publ).

Mats Benserud

Born 1983 in Norway. Branch Manager and Branch Chief Financial Officer since 2023 (Bank Norwegian Head of Treasury and IR 2018-2022, Branch CFO since 2022 and also Group Head of IR during 2023).

Principal education: Master of Science in Economics and Business Administration, Norwegian School of Economics (NHH), Norway.

Other on-going principal assignments: Chairman of the Board in Fornes Benserud Invest AS.

Markus Kirsten

Born 1982 in Sweden. Director of Credit Risk and Analytics since 2019.

Principal education: Degree of Master in Computer Science from Royal Institute of Technology, Stockholm Sweden with exchange studies in mathematics from Indian Institute of Technology, Mumbai, India

Other on-going principal assignments: Board member of Molnify AB, Kirsten Holding AB and Kirsten Development AB. Deputy board member of Vunder HoldCo AB.

Malin Frick

Born 1986 in Sweden, Head of HR since 2014.

Principal education: Philosophy Bachelor's Degree in Human Resource Management and Development, Linköping University, Sweden, further studies in Business and Leadership at Swinburne University, Melbourne, Australia.

Other on-going principal assignments: -

Hanna Belander

Born 1977 in Sweden. Chief Marketing Officer since 2020.

Principal education: Master's Degree in Media & Communication, Jönköping University, Sweden.

Other on-going principal assignments: -

Fredrik Mundal

Born 1976 in Norway. Chief Commercial Officer since 2024 (Bank Norwegian Head of Marketing and Customer Service 2016-2022 and Chief Marketing Officer Norwegian Branch 2022-2023).

Principal education: College Degree in business administration and IT, University of Agder, Norway.

Other on-going principal assignments: -

Malin Jönsson

Born 1971 in Sweden. Chief Operating Officer since 2018 (Operations Director 2016-2018).

Principal education: Master's Degree in International Economics, Linköping University, Sweden.

Other on-going principal assignments: Board member of Nordax Sweden Mortgages I AB (publ), Svensk Hypotekspension AB, Svensk Hypotekspension Fond 2 AB, Svensk Hypotekspension Fond 3 AB (publ), Svensk Hypotekspension Fond 4 AB (publ) and Svensk Hypotekspension 5 AB (publ).

Patrick MacArthur

Born 1980 in Sweden. Chief Financial Officer since 2018.

Principal education: MSc in Business Administration, School of Economics in Stockholm and Master of Laws (LL.M), Lund University, Sweden.

Other on-going principal assignments: Chairman of the board of NOBA Sverige AB, Nordax Sverige 5 AB (publ), Nordax Sweden Mortgages 1 AB and NOBA Finland 1 AB (publ). Board member of Svensk Hypotekspension AB, Svensk Hypotekspension Fond 2 AB, Svensk Hypotekspension Fond 3 AB (publ), Svensk Hypotekspension Fond 4 AB (publ) and Svensk Hypotekspension 5 AB (publ).

Kristina Tham Nordlind

Born 1972 in Sweden. Chief Legal Counsel since 2007.

Principal education: Master of Laws (LL.M), Stockholm University, Sweden and Diplôme d'Etudes Universitaires Générales (droit), Université du Havre, France.

Other on-going principal assignments: -

Adam Wiman

Born 1986 in Sweden. Chief Technology Officer since 2019.

Principal education: Master of Science, Engineering Physic, Faculty of Engineering at Lund University (LTH), Sweden (including exchange semester at University of Illinois Urbana Champaign, USA)

Other on-going principal assignments: -

Olof Mankert

Born 1979 in Sweden. Chief Risk Officer since 2016.

Principal education: Master of Laws (LL.M), Stockholm University, Sweden.

Other on-going principal assignments: -

Additional information on the board and the management team

Business address

The office address of the board of directors and the management team is the registered office of the Issuer.

Conflicts of interest

Ricard Wennerklint and Ville Talasmäki are board members of If P&C Insurance Holding Ltd as well as members of the Sampo Group Executive Committee, and Ville Talasmäki is also a board member in If P&C Insurance Ltd (publ). Sampo is a shareholder in NOBA. If P&C Insurance Holding Ltd (or its subsidiaries) and Sampo may from time to time invest in notes issued by NOBA. These assignments could under certain circumstances potentially impose a conflict of interest in relation to Ricard Wennerklint and Ville Talasmäki being board members in the Issuer.

Due to Henrik Källén's board assignment in MM Holding AB, Henrik will not participate in the board of director's decisions in any questions concerning Consector AB. NOBA and Consector AB have a cooperation related to credit mediation.

Due to Ragnhild Wiborg's board assignment in Intrum AB (publ), Ragnhild will not participate in the board of director's decisions in any questions concerning Intrum AB (publ) or any of its subsidiaries. NOBA cooperates with subsidiaries in the Intrum Group with regards to debt collection services and from time to time sells portfolios of NPLs to such subsidiaries.

Due to Christopher Ekdahl's board assignment in Sambla Group Holding AB (publ), Christopher will not participate in the board of director's decisions in any questions concerning Sambla Group Holding AB (publ) or its subsidiary Sambla Group AB. NOBA and Sambla Group AB have a cooperation related to loan brokerage services.

Other than described above, no conflicts of interest exist between the private interests and other duties of the board members or the management team and their duties towards the Issuer.

Auditors

At the 2024 Annual General Meeting, Deloitte AB (Rehmsgatan 11, 113 57 Stockholm, Sweden) was re-elected auditor of the Issuer for the period until the end of the Annual General Meeting 2025. Johan Stenbäck, born 1983, is the Auditor-in-Charge and is a Chartered Accountant and member of FAR, the professional institute for accountants in Sweden. Deloitte AB has audited the Issuer's annual reports for the financial years 2022 and 2023.

LEGAL AND SUPPLEMENTARY INFORMATION

Swedish FSA approval

The Base Prospectus has been approved by the Swedish FSA as competent authority under the Prospectus Regulation. The Swedish FSA only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. The Swedish FSA's approval should not be considered as an endorsement of the Issuer that is the subject of this Base Prospectus, nor should it be considered as an endorsement of the quality of the securities that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the securities.

Authorisations and responsibility

The decision to establish the Programme was authorised by a resolution of the board of directors of the Issuer on 23 April 2019.

The Issuer accepts responsibility for the information contained in this Base Prospectus and declares that, to the best of its knowledge, the information contained in this Base Prospectus is in accordance with the facts and the Base Prospectus makes no omission likely to affect its import. The board of directors of the Issuer is, to the extent provided by law or other applicable regulations, responsible for the information contained in this Base Prospectus and declares that, to the best of its knowledge, the information contained in this Base Prospectus is in accordance with the facts and the Base Prospectus makes no omission likely to affect its import.

Incorporation by reference

The following information has been incorporated into this Base Prospectus by reference and should be read as part of this Base Prospectus:

The Issuer's annual report for 2022

<https://mb.cision.com/Main/7708/3758131/2011680.pdf>

as regards the audited consolidated financial information and the audit report page 46 for income statement, page 50 for balance sheet, page 51 for cash flow statement, page 53 for changes in equity capital, pages 55-108 for notes and pages 112-115 for the audit report.

The Issuer's annual report for 2023

<https://mb.cision.com/Main/7708/3968512/2761940.pdf>

as regards the audited consolidated financial information and the audit report page 91 for consolidated income statement, page 95 for consolidated statement of financial position, page 96 for consolidated statement of cash flows, page 99 for consolidated statement of changes in equity, pages 102-194 for notes and pages 199-203 for the audit report.

The Issuer's interim report for the first quarter of 2024

<https://mb.cision.com/Main/7708/3987161/2818229.pdf>

as regards the consolidated financial information on page 11 for consolidated income statement, page 13 for consolidated statement of financial position, page 14 for statement of changes in equity, page 15 for statement of cash flows and pages 16-42 for notes.

Information in the above documents which is not incorporated by reference is either deemed by the Issuer not to be relevant for investors in Notes or is covered elsewhere in the Base Prospectus.

The consolidated financial statements included in the Issuer's annual reports for 2022 and 2023 have been prepared in accordance with the International Financial Reporting Standards (IFRS) as adopted by the EU. In addition, the Group applies the amendments stipulated by the Swedish Annual Accounts for Credit Institutions and Securities Companies Act (1995:1559), the Swedish Financial Reporting Board's Recommendation RFR 1 Supplementary Accounting Regulations for Groups, and the Swedish FSA's Regulations and General Guidelines regarding Annual Reports at Credit Institutions and Securities Companies (FFFS 2008:25).

Documents available

The Issuer's Certificate of Registration and Articles of Association are electronically available at www.noba.bank (the information on the website is not part of this Base Prospectus and has not been scrutinised or approved by the Swedish FSA).

Certain material interests

Danske Bank A/S, Danmark, Sverige Filial, Carnegie Investment Bank AB (publ), Nordea Bank Abp, Skandinaviska Enskilda Banken AB (publ) and Swedbank AB (publ) are Dealers under the Programme and Danske Bank A/S, Danmark, Sverige Filial is Arranger. The Dealers and the Arranger (and their affiliates) have engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for the Group in the ordinary course of business. Therefore, conflicts of interest may exist or may arise as a result of the Dealers and the Arranger having previously engaged, or in the future engaging, in transactions with other parties, having multiple roles or carrying out other transactions for third parties with conflicting interests.

Trend information

There has been no material adverse change in the prospects of the Issuer since 31 December 2023, being the date of publication of the latest audited financial information of the Group.

There has been no significant change in the financial performance of the Group since 31 March 2024, being the end of the last financial period for which financial information has been published to the date of the Base Prospectus.

Significant change

There has been no significant change in the financial position of the Group since 31 March 2024, being the end of the last financial period for which interim financial information has been published to the date of the Base Prospectus.

Current disputes

No member of the Group is currently, and has not within the last twelve months been, subject to any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatening so far as the Issuer is aware) which may have, or have in such period had, a significant adverse effect on the Issuer's or the Group's financial position or profitability.

Members of the Group are however subject to supervisory reviews and investigations as well as parties to lawsuits and other disputes with e.g., customers from time to time in the course of their collection process and other day-to-day operations.

Material agreements

The Issuer has not concluded any material agreement outside of its ordinary course of business which may materially affect the Issuer's ability to fulfil its obligations under issued Notes.

ADDRESSES

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