

This Base Prospectus was approved by the Swedish Financial Supervisory Authority on March 11, 2024. This Base Prospectus is valid for twelve (12) months after the date of its approval provided that the Base Prospectus is supplemented in accordance with article 23 of the Prospectus Regulation. 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event of significant new factors, material mistakes or material inaccuracies does not apply when the Base Prospectus is no longer valid.



Electrolux Professional AB (publ)

Base prospectus for Medium Term Note Programme

Arranger

Skandinaviska Enskilda Banken AB (publ)

Dealers

Danske Bank A/S Danmark, Sverige Filial

Skandinaviska Enskilda Banken AB (publ)

IMPORTANT INFORMATION

In this base prospectus, the “**Company**” or “**Electrolux Professional**” means Electrolux Professional AB (publ). The “**Group**” means the Company with all its subsidiaries from time to time (each a “**Group Company**”). “**Euroclear Sweden**” refers to Euroclear Sweden AB. “**Nasdaq Stockholm**” refers to Nasdaq Stockholm AB. “**SEK**” refers to Swedish kronor. “**M**” refers to million(s) and “**K**” refers to thousand(s).

Words and expressions defined in the general terms and conditions for medium term notes (the “**Terms and Conditions**”) beginning on page 21, and, as the case may be, in the final terms, the form of which beginning on page 37 (the “**Final Terms**”) have the same meanings when used in this Base Prospectus, unless expressly stated or the context requires otherwise.

Complete information regarding the Company and the Loan may only be obtained through a reading of the Final Terms together with the Base Prospectus (as supplemented).

Notice to investors

This Base Prospectus has been prepared by the Company and contains information about its programme for medium term notes (the “**Programme**”). The Programme has been established by the Company to constitute a framework under which the Company from time to time may issue medium term notes (“**Notes**”) in SEK or EUR in a minimum Nominal Amount corresponding to an amount of EUR 100,000, and with a minimum term of one year. The Company has undertaken towards the Dealers that the total outstanding Nominal Amount of Notes under the Programme shall not exceed an amount corresponding to an amount of SEK 5,000,000,000 at any time. The Company and the Dealers may agree to increase or decrease such amount. This Base Prospectus does not contain and does not constitute an offer or a solicitation to buy or sell Notes.

The Base Prospectus has been approved and registered by the Swedish Financial Supervisory Authority (*Finansinspektionen*) (the “**SFSA**”) pursuant to Article 20 in Regulation (EU) 2017/1129 of the European Parliament and of 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**”) and is valid for a period of twelve months from the day of approval.

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. The 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. The Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons.

No person has been authorized 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 authorized or approved by the Company and the Company 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 Company’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 the Prospectus Regulation.

Each potential investor in the Notes must in light of its own circumstances determine the suitability of the investment.

The Final Terms in respect of any Notes will include the target market assessment in respect of the Notes and appropriate channels for distribution of the Notes. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment. However, a distributor subject to Directive 2014/65/EU (as amended, “**MiFID II**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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 about whether the Arranger or any Dealer participating in the issue of the 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

The Base Prospectus contains certain forward-looking statements that reflect the Company’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 Company believes that these statements are based on reasonable assumptions and expectations, the Company cannot give any assurances that such statements will materialize. 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.

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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”.

General

The Programme has been established by Electrolux Professional AB (publ) for the issuance of medium term notes in SEK or EUR. A Note may be issued in a minimum Nominal Amount of EUR 100,000 (or the equivalent in SEK) and with a minimum term of one year. The Company 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. The Company and the Dealers may agree to increase or decrease such amount.

The Company has appointed Skandinaviska Enskilda Banken AB (publ) as Arranger and Danske Bank A/S Danmark, Sverige Filial and Skandinaviska Enskilda Banken 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 Terms and Conditions as well as the applicable Final Terms. The 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 Terms and Conditions. The Final Terms will be submitted to the SFSA and published on the webpage of the Company. Any amendments (other than adjustments to clear and obvious errors and amendments made in accordance with Section 13 (*Replacement of Base Rate*) in the Terms and Conditions) to the Terms and Conditions will not be effective to Notes issued prior to such amendment, unless a Noteholders’ Meeting resolves otherwise.

Form of the Notes

Notes will be issued in dematerialised book-entry form and registered on a Securities Account (maintained with Euroclear Sweden) 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 (*lagen (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*).

Status of the Notes

Upon issuance, Notes will constitute direct, unconditional, unsubordinated and unsecured debt obligations of the Company 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 Company.

Pricing and interest

The Pricing of the MTN cannot be established in advance but is set in connection with the relevant issue on the bases of the prevailing market conditions. MTN may be issued at a price below or exceeding the relevant Nominal Amount. The interest (if any) applicable to MTN depends on several factors, one of which is the interest applicable to other investments with a corresponding term. Interest (if any) may be set at a floating interest rate based on EURIBOR or STIBOR, plus a margin, or at a fixed interest rate.

Admission to trading

Notes issued may be listed on a Regulated Market. If relevant, any intended listing of Notes will be set out in the applicable Final Terms. The estimated costs associated with such listing will also be set out in the applicable Final Terms. Although the Company has undertaken to apply for registration on a Regulated Market for Loans which according to the Final Terms must be admitted to trading on a Regulated Market, and, as long as permitted under applicable laws and regulations, to take any measures that may be required to maintain the admission as long as the relevant Loan is outstanding, there is no assurance that such application will be accepted, that Notes will be so admitted or that an active trading market will develop.

Time-bar

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

If the time-bar period is duly interrupted in accordance with the Swedish Limitations Act (*preskriptionslagen (1981:130)*) a new time-bar 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 Loan Terms and any non-contractual obligations issues which arise 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.

Product description

Interest structures

Notes issued under the Programme may have a fixed or floating interest rate or have Zero Coupon. 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 according to the Interest Rate:

- (a) in respect of Loans issued in SEK, from, but excluding, the Interest Commencement Date up to and including the Maturity Date; and
- (b) in respect of Loans issued in EUR, from, but excluding, the Interest Commencement Date up to and including the Maturity Date.

Interest is calculated using the Day Count Convention 30/360.

Floating interest rate (FRN)

If a Loan is specified as a Loan with Floating Rate, the Loan will bear interest at the Interest Rate:

- (a) in respect of Loans issued in SEK, from, but excluding, the Interest Commencement Date up to and including the Maturity Date. The Interest Rate for the relevant Interest Period shall be calculated by the Calculation Agent on the respective Interest Determination Date and is the sum of the Base Rate and the Margin for the relevant period, adjusted for the application of Section 13 (*Replacement of Base Rate*); and
- (b) in respect of Loans issued in EUR, from, but excluding, the Interest Commencement Date up to and including the Maturity Date. The Interest Rate for the relevant Interest Period shall be calculated by the Calculation Agent on the respective Interest Determination Date and shall be notified to the Paying Agent and is the sum of the Base Rate and the Margin for the relevant period, adjusted for the application of Section 13 (*Replacement of Base Rate*).

Interest is calculated using the Day Count Convention Actual/360.

Zero Coupon

If the Loan is specified as a Zero Coupon it bears no interest. Loans with Zero Coupon may be issued at a discount, par or premium.

European Benchmarks Regulation

Interest payable for Notes issued under the Programme may be calculated by reference to certain benchmark, being EURIBOR and STIBOR, as defined in the Terms and Conditions. The benchmarks are provided by the European Money Market Institute (“EMMI”) and the Swedish Financial Benchmark Facility AB (“SFBF”). EMMI and SFBF is registered in the register of administrators provided by the European Securities and Markets Authority (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**”).

Repayment of Loans and payment of interest

Repayment at maturity

Each Loan shall be redeemed on its Maturity Date in an amount equal to its Nominal Amount (or such other amount specified in the relevant Final Terms), together with accrued but unpaid interest. If the Maturity Date is not a Business Day, redemption shall occur on this first following Business Day.

Repurchase of Notes by the Company

The Company may repurchase MTN at any time and at any price in the open market or otherwise provided that repurchase is in compliance with applicable law. MTN owned by the Company may, in the discretion of the Company, be retained, resold or cancelled.

Repurchase upon change of control

Each Noteholder is entitled to demand repurchase of all, or some, of the MTN held by the Noteholder, if:

- (a) the shares in the Company cease to be admitted to trading on a Regulated Market; or
- (b) an event or a series of events occurs, resulting in a natural or legal person, individually or together with such related parties as referred to in the Stock Market (Takeover Bids) Act (*lag (2006:451) om offentliga uppköpserbjudanden på aktiemarknaden*), directly or indirectly, at some point acquiring or controlling more than fifty (50) percent of the shares or voting rights in the Company.

As soon as the Company becomes aware of such an event, it is the Company’s responsibility to notify the Noteholders of such event through a press release published on the Company’s website and in accordance with the Terms and Conditions. The notification must include instructions regarding how a Noteholder that wishes to have MTN repurchased should act, as well as specifying the repurchase date.

The repurchase date shall occur no earlier than twenty (20) and no later than forty (40) Business Days after the notification of the change of ownership has been sent to Noteholders in accordance with the Terms and Conditions. However, in the event the repurchase date is not a Business Day, the repurchase date shall be deemed to be the Business Day immediately following.

Where a right to repurchase exists, the Company shall, upon demand by a Noteholder, repurchase the relevant MTN on the repurchase date at the price per MTN that would have been repaid on the Maturity Date, together with accrued interest (if any). For MTN with Zero Coupon, an amount per MTN calculated in accordance with the Terms and Conditions shall be paid instead.

Notices from Noteholders regarding demands for repurchase of MTN’s shall be drafted in accordance with the instructions set forth in the notice provided to the Noteholders in accordance with the Terms and Conditions. The Notice from the Noteholder must be received by the Company at least ten (10) Business Days before repurchase date.

RISK FACTORS

In this section, material risk factors are illustrated and discussed, including both risks pertaining to Electrolux Professional and the Group's business and risks related to the Notes. The Company'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 categorized in more than one category, such risk factor appears only once and in the most relevant category for such risk factor.

Risks related to Electrolux Professional

Risks relating to Electrolux Professional's operations and industry

Electrolux Professional is exposed to risks related to macroeconomic factors and geopolitical conditions.

Electrolux Professional is a global provider of professional equipment within the segments Food & Beverage and Laundry to a wide range of professional customers, including restaurants, hotels, schools, businesses, hospitals and supermarkets. Demand for Electrolux Professional's products depends on the general economic climate within the professional equipment industry, which in turn is affected by macroeconomic factors in the countries and regions where Electrolux Professional conducts operations, including the rate of growth in the global and local economy, employment levels and disposable household income, population growth and urbanization, currency rate fluctuations, tariffs and other measures restricting trade, commodity prices and inflation.

A significant negative economic development or political uncertainties in the markets in which Electrolux Professional operates would trigger a significant industry-wide decline in sales. In February 2022, Russia launched an invasion of Ukraine. Electrolux Professional has since then ceased its operations and divested its previous subsidiary in Russia. The decision to leave Russia did not have any material effect on the Group's profit or profitability. The Middle East is another region that recently has been subject to geopolitical uncertainty. Following Hamas assault on October 7, 2023, Israel, as a response, declared war against Hamas. From an economic perspective, the impact on the Group, of the war between Russia and Ukraine and the war between Israel and Hamas, respectively, has so far been limited. However, it is uncertain what long-term effects the conflicts will have on the global economy and on the Group's business, and it is possible that the Group's reputation, business, financial position and results of operations will be adversely affected.

Furthermore, the trade dispute between the United States and China continues to impact the global economy resulting in increased costs for the professional equipment industry as a consequence of trade barriers and imposed tariffs. A deterioration of, or the rise of new trade disputes, could adversely impact the Group's business, financial position and results of operations.

The Group may also be exposed to risks related to compliance with additional or changed trade sanctions regimes, such as any trade restrictions imposed as a consequence of the above mentioned conflicts, even though the Group has policies and procedures in place to assist with compliance. For example, Electrolux Professional may, due to comprehensive and complex trade sanctions regimes, be required to cease or limit its involvement in affected markets, and it is possible that the Group's reputation, business, financial position and results of operations will be adversely affected as a result (see further "*Electrolux Professional is exposed to compliance-related risks*" below).

The outbreak of pandemics may affect the general economic development, both globally and regionally, and negatively impact demand from the Group's end markets. Consequently, the Group's cash flow, net sales, and profitability could be adversely affected.

The global economy has experienced a downturn with slow growth, high inflation, increased interest rates and energy prices. As demand for the Group's products depends on the general economic climate within the professional equipment industry, a longer period of economic downturn or further deterioration could have an adverse impact on the Group's net sales and results of operations.

In 2023, 61 percent, 12 percent and 27 percent of Electrolux Professional's net sales were derived from Europe, APAC & MEA and Americas, respectively (which are the Group's geographical regions). Hence, a significant negative economic development or political uncertainties in any of those markets would thus materially adversely affect the Group's net sales and results of operations.

Electrolux Professional is exposed to risks relating to its manufacturing units.

Electrolux Professional has 13 manufacturing units in eight countries and the manufacturing comprises a chain of processes in which extensive outages and disruptions would adversely affect Electrolux Professional's possibilities to perform its obligations to customers. Electrolux Professional's manufacturing units are located in Europe (Sweden, Italy, France and Switzerland), the United States (Weidman, MI and Vicksburg, MS) and Asia (China, Thailand and Japan), of which the units in Vallenoncello, Italy, Ljungby, Sweden and Rayong, Thailand, account for the largest share of the Group's production. This exposes Electrolux Professional to a number of risks that are more or less specific to the country or region in question. These risks include geopolitical unfavorable developments, extreme weather conditions and natural disasters, fire, theft, systems failures, mechanical failures or equipment breakdown. For example, Electrolux Professional has manufacturing units located in Vallenoncello, Italy and Izunokuni, Japan, which are both located in earthquake zones. Epidemics or pandemics may also affect the Group's manufacturing capacity. Any extensive outages or disruptions as a consequence of such events would affect Electrolux Professional's ability to manufacture products, which would have a material adverse effect on its business, results of operations and financial position.

Furthermore, from time to time, Electrolux Professional may relocate or transfer part of its manufacturing capacity to new plants or between existing plants. Transfer of production from one facility to another as well as construction of new plants are costly and complex processes, and presents a risk of additional disruptions and delays during the transition or construction period. In addition, during relocation, Electrolux Professional will be dependent on cost-efficient deliveries of components and half-finished goods from suppliers. Any prolonged disruption in the operations of any of the Group's manufacturing facilities or any unforeseen extensive delay in shifting manufacturing operations to new facilities, whether due to technical or labor difficulties or delays in regulatory approvals or any start-up problems, would result in delays in delivery of products to customers, increased costs and reduced revenues. There is also a risk that, in the future, Electrolux Professional is unable to build new plants or make investments in existing plants on favorable terms, or is unable to rationalize production, if required. The degree to which such events may affect Electrolux Professional is uncertain, and presents a highly significant risk to the Group's manufacturing capabilities.

Electrolux Professional is exposed to risks related to raw materials, components and commodities.

On a global as well as a regional basis, the sources and prices of raw materials and components are susceptible to significant price fluctuations due to supply/demand trends, transportation costs, government regulations and tariffs, changes in currency exchange rates, price controls, inflation and the economic climate and other unforeseen circumstances. Fluctuations in commodity prices impact the input costs and, as a consequence, the Group's margins. Increased energy prices also negatively affect the Group's costs. Furthermore, tariffs and other measures restricting trade that encompass raw materials that Electrolux Professional uses in its production, or components included in Electrolux Professional's products, increase Electrolux Professional's production costs and thereby negatively affect its results of operations. Shortages in the supply of raw materials or electricity would adversely affect Electrolux Professional's ability to manufacture its products.

In 2023, Electrolux Professional purchased raw materials and components for approximately SEK 3.1bn. The price on raw materials, in turn, affects the price on components. Accordingly, significant increases in input prices of steel and other important raw materials as well as components thus adversely affect Electrolux Professional's production costs and thereby its results of operations. There is a risk that, in the future, the possibilities to compensate in full or in part for cost increases by price increases to customers are limited, which would exacerbate the negative outcome of such cost increases. For example, in 2022 lead times were often longer due to the shortage of components as a result of the global uncertainties after the pandemic and the war in Ukraine. The shortage of components and shipping availability created increased stock and increased cost. Furthermore, there is a risk that contractual hedging activities carried out by the Group in relation to raw materials and commodity prices are not sufficient or effective in reducing costs associated with increased prices.

Electrolux Professional is subject to risks related to market competition.

Electrolux Professional operates in a competitive industry characterized by evolving industry standards and continuous improvements in performance characteristics and product features. Competitive factors include selling price, product features and characteristics, performance and quality, reputation, energy efficiency and aftermarket services. Electrolux Professional faces competition from a number of competitors, including, among others, Ali Group, Alliance Laundry Systems, Marmon Group, Middleby and Rational, many of which have strong brand recognition and great financial capacity. Several of these competitors operate globally and are large, well-established companies. In response to a competitive environment, the Group may be forced to increase efficiency by further reducing costs along the value chain, including at the level of suppliers. Increased competition that

requires Electrolux Professional to lower its prices in order to keep customers and markets shares would adversely affect its margins and results of operations. Furthermore, if Electrolux Professional experiences a significant reduction in orders by volume or revenues, or loses important or major customers due to increased competition, it would have a material adverse effect on its net sales and results of operations. The degree to which market competition may affect Electrolux Professional is uncertain, and presents a highly significant risk to the Group's net sales and margins.

Electrolux Professional is exposed to risks related to sales agreements and warranty undertakings.

Electrolux Professional sells its products both directly to customers and indirectly through a global network of dealers and distributors. The Group also offers full solution product offerings (including elements of design, integration, adaptation and service) comprising food, beverage and laundry equipment in a single site, which may extend over several months. Such projects expose Electrolux Professional to risks and, particularly in the case of direct sales, require project planning and control as well as monitoring, to ensure that obligations and assessments regarding project costs and revenues provide a satisfactory basis for reporting of revenues, costs and profitability. Agreements and projects with fixed-price components also entail risks, since such components mean that Electrolux Professional accepts the price for the assignment, which is based on specified conditions and estimates of the ultimate cost of the assignment at the time when the agreement is entered into, whereupon Electrolux Professional undertakes the main risks associated with performance of the project. There is a risk of Electrolux Professional failing to adequately estimate the costs for performance of a project, which would have a material adverse effect on margins. Projects that require extensive initial investments in development and production would also adversely affect Electrolux Professional's cash flows.

Some of the products sold are covered by an original warranty, which is included in the price and which extends for a predetermined period of time (normally one to two years). The most common warranty for Electrolux Professional is to replace a faulty component under legal and common practice warranty terms. Under IFRS principles, provisions for this original warranty are estimated based on historical data regarding, among other things, service rates and cost of repairs. Provisions for warranties entail estimates of the outcome of claims as a consequence of defective products. Assumptions must be made as to likely levels of returned goods and costs for replacing defective products. If these estimates and assumptions are inaccurate to a significant extent, or if Electrolux Professional is required to honor an extensive warranty undertaking, this would adversely affect the Group's results of operations and financial position.

Electrolux Professional is exposed to risks related to product development and other product-related risks.

The professional equipment industry is characterized by the need to provide an offer that addresses the ability to deliver high productivity in a heavy use environment combined with evolving technological requirements affecting both hardware and software. Like many other commercial environments, the professional equipment industry is experiencing an evolving demand focused on clear requirements around digitalization including diagnostics, predictive behavior and maintenance, data analysis and artificial intelligence. All of these requirements aim to address needs related to controlling the total cost of ownership, business volatility and related costs as well as asset portfolio management (e.g. multi outlet operators). Further, there is an increasing demand on connected products and digital services in the professional equipment industry entailing that it is important to keep up with developments in this regard in order to be competitive. In this environment, product development and product enhancement are critical factors in maintaining margins and enabling sales growth in all of the Group's product lines. Accordingly, Electrolux Professional must continuously develop and enhance its products in line with customer requirements, industry trends and key market characteristics. Product development and innovation also require significant management time and a high level of financial and other commitments to research and development, and, for example, in 2023, Electrolux Professional costs for research and development amounted to SEK 388m. Furthermore, sometimes, Electrolux Professional customizes the products it develops in accordance with a specific customer's requirements or demands. If such customer chooses to terminate its relation with the Group or no longer demand the customized product, there is a risk that Electrolux Professional will be unable to sell any excess inventory of the customized product and that investments and product development efforts will be spent in vain. Should Electrolux Professional fail with its product development or product enhancement, for example, by not introducing new functions and features in a timely manner, the Group risks being unable to capture further growth by developing sustainable and innovative solutions with competitive running costs, which would lead to declined sales and compressed margins.

In addition, most of Electrolux Professional's products and product lines, such as refrigerators, cookers, dishwashers, beverage dispensers, coffee machines and washing machines, are subject to regulations that set out basic health and safety requirements applicable to products released onto the market (e.g. the Machinery Directive

(2006/42/EC), the Low Voltage Directive (2014/35/EU), the Electromagnetic Compatibility Directive (2014/30/EU), the RoHS Directive (2011/65/EU), the Gas Appliances Regulation ((EU) 2016/426), the Food Contact Regulation ((EC)1935/2004) and the Good Manufacturing Practice Regulation ((EC)2023/2006) and, where appropriate, international and national equivalents). Accordingly, Electrolux Professional's operations require the preparation of, and compliance with, internal routines within all of the Group's markets and regions to ensure compliance with requirements as regards its products. Should any of Electrolux Professional's products have defects that lead to serious accidents or ill-health when used, there is a risk that competent authorities decide to prohibit sales, the supplier will be required to recall the product from the market, or provide warning information. If Electrolux Professional fails to comply with such requirement, the Group also faces the risk of fines and claims from contracting parties and third parties. If a product causes personal injury or material property damage, Electrolux Professional could also be required to recall the product or be exposed to product liability claims. In addition, if a component in a product delivered to a customer has a safety defect, Electrolux Professional could be required to replace the component. Any such material product recalls or product liability claims would have a material adverse effect on Electrolux Professional's business, results of operations or financial position.

Electrolux Professional is exposed to risks related to suppliers, dealers and distributors as well as other third parties.

Electrolux Professional's manufacturing process depends on the availability and timely supply of components and raw materials, sourced and purchased primarily from third party suppliers. Some key parts, products and proprietary and customized components, are available only from a single supplier or a limited group of suppliers. If these single source suppliers cease or interrupt production or delivery or otherwise fail to supply these components to the Group, there is a risk that Electrolux Professional is unable to obtain these products or proprietary and customized components for a certain period of time, which would have a material adverse effect on the Group's ability to manufacture single type or categories of products. If Electrolux Professional is forced to replace or contract a new supplier, this may lead to significant costs and work in evaluating and approving a new party, and that it may be difficult for Electrolux Professional to purchase or source raw materials, products and proprietary and customized components within a reasonable time or at an acceptable cost.

Electrolux Professional sells its products both through its own sales units and through third party dealers and distributors around the world. In certain markets and within certain product categories, the Group relies on a limited number of such third party dealers and distributors. If Electrolux Professional's agreements with these parties were to be terminated, or amended or renegotiated in an unfavorable way, there is a risk that the Group's sales ability would be negatively affected for a certain period of time, particularly if any such termination or unfavorable amendments relate to a major distributor or dealer. If Electrolux Professional is forced to replace or commence cooperation with a new dealer or distributor, this also risks leading to significant costs and work in evaluating and approving a new party, and that it may be difficult to find a dealer or distributor with a corresponding sales ability.

Furthermore, Electrolux Professional has an extensive Customer Care global network of approximately 10,000 authorized technical experts and more than 2,000 service partners (both in-house personnel and external parties) in approximately 110 countries that provide preventative and corrective maintenance services and offer genuine parts, consumables and chemicals. Accordingly, Electrolux Professional is dependent on the performance by such third parties of their contractual obligations in terms of quality, sales and delivery time, and compliance with Electrolux Professional's guidelines and other industry standards as regards, for example, the environment, work environment, anti-corruption, human rights and business ethics. There is, however, a risk that such parties face financial difficulties, insolvency or bankruptcy or, due to geopolitical factors or catastrophic events, fail in their sales efforts, fail to deliver on time or in accordance with the cost structure or quality that they have undertaken, or otherwise fail to comply with applicable guidelines and industry standards. If Electrolux Professional fails in its assessment and evaluation of such parties, or if such parties fail in their commitments to the Group, there is a risk that this has a material adverse effect on the Group's reputation, business, results of operations and financial position.

Electrolux Professional is exposed to IT and cyber security risks.

Electrolux Professional needs to maintain a well-functioning information technology (IT) infrastructure to ensure business continuity and improve the effectiveness of its operations and to interface with its customers, as well as to maintain financial accuracy and efficiency. Cyber-attacks, IT system failures, including suppliers' or other third parties' system failures, risk disrupting the Group's operations by causing transaction errors, processing inefficiencies, delays or cancellation of customer orders, the loss of customers, impediments to the manufacture or delivery of products and other business disruptions. A significant IT system failure or security breach would have a material adverse effect on Electrolux Professional's business, results of operations or financial position.

Large parts of Electrolux Professional's IT environment are outsourced to third party IT service providers. For example, Electrolux Professional has contracted a data center infrastructure provider. If Electrolux Professional's IT infrastructure services do not work satisfactorily, and that leads to inefficiency or major disruptions in the operations, it would have a material adverse effect on Electrolux Professional's operations. IT transformation projects, including any migration of data, for example when integrating new businesses, can lead to unexpected costs and take longer than expected, a risk that is amplified when the time frame available is limited and projects are carried out on a global scale.

Electrolux Professional's cyber-security risk lies primarily in its sales and manufacturing, supply chain or connected products being hacked. Furthermore, information about products, contracts, selling prices and costs constitute sensitive information that could be subject to cyber threats. Electrolux Professional is primarily exposed to the risk of malware and ransomware attacks, but cyber-related risks may also arise as a consequence of loss of information due to insufficient or erroneous internal processes, outages or technical faults, human error or natural disasters. Accordingly, Electrolux Professional is dependent on its employees and representatives to comply with the Group's internal processes and to be reactive and duly report any malicious activities but there is, however, a risk that such parties fail to do so and fall victims of such attacks that may lead to business disruptions, loss of important data and reputational damage. These risks may also occur at Electrolux Professional's suppliers, dealers, distributors and other external parties with whom Electrolux Professional interacts. The degree to which cyber-related risks may affect Electrolux Professional is uncertain and presents a significant risk to the Group since they could lead to business disruptions, loss of important data and reputational damage.

Electrolux Professional is exposed to risks related to its international operations.

Electrolux Professional's solutions and products are manufactured in 13 facilities located in eight countries around the world and sold in over 110 countries. In 2023, 61 percent, 12 percent and 27 percent of the Group's net sales were derived from Europe, APAC & MEA and Americas, respectively. As a result of its international operations, Electrolux Professional is exposed to a variety of complex laws, regulations and controls, and various non-binding treaties and guidelines, such as those related to labor law, product safety and exchange controls. Adverse changes in regulatory requirements, economic and political instability, tariffs and other trade barriers, sanctions, export controls and price or exchange controls would limit the Group's profitability in the countries concerned. In addition, terrorist attacks, armed conflicts, natural disasters, governmental actions as well as epidemics and pandemics that affect Electrolux Professional's domestic and international operations in a significant way, disrupt its supply chain, and impair its ability to produce and deliver its products present a significant risk for the Group. Such events may directly impact Electrolux Professional's physical facilities or those of its suppliers or customers around the world, which would adversely affect the Group's business and results of operations.

Electrolux Professional's international operations also expose the Group to other risks, including unfavorable political changes, unforeseen legislative changes, inconsistent application of existing laws and regulations, ambiguous regulatory systems, customs compliance and tax systems as well as different methods and routines for conducting business operations. The international operations in certain jurisdictions, such as China and Thailand, also expose Electrolux Professional to potentially longer payment cycles, difficulties in obtaining payment of accounts receivable, difficulties in repatriating cash funds from certain countries, as well as increased risks of customer losses. Such factors may lead to a decline in sales and thus adversely affect Electrolux Professional's operations in the jurisdictions and region concerned. The Group expects its international operations to continue to represent an increasing portion of its total operations going forward. The degree to which risks relating to international operations may affect Electrolux Professional is uncertain and presents a significant risk to the Group's growth and profitability. Further, the realization of risks related to macroeconomic factors and geopolitical conditions may also adversely affect Electrolux Professional's operations (see further "*Electrolux Professional is exposed to risks related to macroeconomic factors and geopolitical conditions*" above).

Electrolux Professional is dependent on maintaining its reputation.

Electrolux Professional's brands and trademarks, including the licensed brand component Electrolux and the licensed brand Zanussi, have worldwide recognition, and the Group's success depends on its ability to maintain and enhance its reputation and brand image. Electrolux Professional would be adversely affected if it fails to achieve these objectives or if, whether or not justified, the reputation or perception of any of its brands is materially tarnished or receives extensive negative publicity. In addition, extensive adverse publicity about regulatory or legal actions against Electrolux Professional would also damage its reputation and brand image, undermine its customers' confidence in the Group and reduce long-term demand for its products, even if the regulatory or legal action is unfounded or not material to its operations. The degree to which a harmed reputation may affect Electrolux Professional is uncertain and presents a significant risk to demand for the Group's products.

In addition, Electrolux Professional's success in maintaining, extending and expanding its brand image depends on the Group's ability to adapt to a rapidly changing media environment, including its increasing reliance on social media and online dissemination of advertising campaigns. Negative posts or comments about Electrolux Professional on social medias and other websites that spread rapidly through such forums could seriously damage its reputation and brand image.

There are two separate global groups whose brands and trademarks consist of "Electrolux". Accordingly, since both Electrolux Professional and Electrolux use a commercial name and trademark that include "Electrolux", any negative occurrences or publicity about Electrolux could potentially hurt Electrolux Professional's reputation and brand image, undermine confidence in the Group and reduce demand for its products, even if Electrolux Professional is not involved in the potential negative occurrence or publicity.

Electrolux Professional is dependent on attracting and retaining key employees.

Dedicated employees and committed managers play an important role in Electrolux Professional achieving its targets and visions. Electrolux Professional depends upon the continued services and performance of its key executives, senior management and skilled personnel. For example, in Electrolux Professional's operations, specialist welders are important in some of the Group's manufacturing processes. Going forward, however, the industry may face a shortage of digital competence necessary to drive and keep the pace of the digital transformation. In addition, as digitalization and connectivity are becoming increasingly important differentiators within the industry, hiring and retaining engineers possessing the relevant qualifications is key for the Group. Any inability to hire, develop, engage and retain a sufficient number of qualified employees would materially hinder the Group's business by, for example, impairing its ability to successfully develop new products, delaying its ability to bring new products to market or impairing its ability to successfully identify new business opportunities and execute its strategy. There is also a risk that skilled employees leave Electrolux Professional for competitors. If such resigning employees who are familiar with Electrolux Professional also take with them other skilled employees, this risk is accentuated. There is a risk that this leads to future shortfalls in income or increased costs and thereby have a material adverse effect on Electrolux Professional's business, results of operations and financial position.

In a business environment characterized by strong competition, it is important to attract and retain employees possessing the right skills, experience and values. However, this can be particularly challenging in emerging markets where there is intense competition for skilled employees and the overall pool of skills may be limited. If this leads to increased remuneration levels, it would adversely affect Electrolux Professional's results of operations. In 2023, salaries and remuneration to employees amounted to SEK 2,912m. Conversely, if Electrolux Professional were to offer excessively low remuneration levels, there is a risk that employees choose to terminate their employments, which would adversely affect Electrolux Professional's competitiveness and business.

Electrolux Professional is exposed to risks associated with mergers, acquisitions and divestments.

Part of the Group's strategy depends on accelerating growth through acquisitions. Execution of this strategy requires the continued pursuit of potential acquisitions and investments and on the Group's ability to identify suitable acquisition candidates and investment opportunities. For example, in 2021, the Group completed the acquisition of Unified Brands, a U.S. based manufacturer of food service equipment. The acquisition was part of the Group's growth strategy and was made in order to grow presence in the U.S. and expand the important chains segment of the professional equipment industry. As a further example, in 2024, the Group completed the acquisition of Tosei Corporation, a Japanese manufacturer of professional laundry equipment and vacuum packing machines. The acquisition was made in order to strengthen the Group's position in Japan. However, there is a risk that, in the future, Electrolux Professional will be unable to carry out strategic mergers and acquisitions due to, for example, competition from other buyers, merger control issues, other regulatory restrictions (such as the foreign direct investment rules (applicable to both Swedish and foreign investors) which entered into force in Sweden on December 1, 2023, which allows foreign direct investments to be screened for security risks and, if the competent authority deems it necessary, restricted or prohibited) or increased indebtedness. The limited amount of companies within the segments that fulfill Electrolux Professional's strategical requirements may also be an impeding factor. If Electrolux Professional fails to carry out strategic mergers and acquisitions, this would adversely affect the Group's expansion and ability to capture further growth.

Mergers and acquisitions also give rise to risks related to the integration of new businesses and employees. Hence, in conjunction with mergers and acquisitions, it is important to retain key employees and to have a well-functioning and effective integration process. There is a risk that dissatisfaction arises among the personnel of the acquired business and Electrolux Professional's personnel, and that this ultimately leads to key employees choosing to terminate their employments. In addition, Electrolux Professional may incur significant acquisition costs and

restructuring costs or other costs in connection with mergers and acquisitions. There is also a risk that anticipated synergies will not be realized, or that additional integration costs will be required in order to achieve synergies. Following mergers and acquisitions, there is also a risk that business relations with customers, dealers, distributors and suppliers change or cease, making it difficult for Electrolux Professional to successfully achieve anticipated synergies. These risks are accentuated in conjunction with acquisitions of companies with a product offering similar to Electrolux Professional, or who operates in the same segments or regions as the Group does.

Electrolux Professional may also be required to take on additional indebtedness or issue equity in order to finance acquisitions, and these financing options may not be available on favorable terms at the required times. There is also a risk that due diligence reviews, if carried out, do not identify all of the issues necessary to accurately estimate the cost and potential loss contingencies of a particular transaction, including potential exposure to regulatory sanctions resulting from an acquisition target's previous activities. Such issues may be particularly relevant with respect to environmental aspects (see "*Electrolux Professional is exposed to environmental risks*" below). There is also a risk that Electrolux Professional will need to take an impairment charge on the goodwill or other intangible assets in conjunction with divestments or acquisitions (see "*Electrolux Professional is exposed to inventory and asset risks*" below). Risks associated with mergers and acquisitions thus present a significant risk for the Group.

Legal risks

Electrolux Professional is exposed to compliance-related risks.

Electrolux Professional's global operations expose the Group to risks related to sustainability factors such as human rights, employment conditions and corruption. These risks arise in several phases of the production chain, such as in purchasing and sales. Electrolux Professional conducts operations in certain jurisdictions where there is considered to be a heightened risk of corruption, particularly insofar as it includes public procurement. Such operations may thus result in an increased risk of corruption. Moreover, violations of anti-corruption legislation that lead to extensive fines and other criminal, civil or administrative sanctions or lead to Electrolux Professional being excluded from participating in public tenders would have a material adverse effect on Electrolux Professional's reputation, business, results of operations and financial position. Corruption-related incidents or accusations against suppliers and other third parties with whom Electrolux Professional has a commercial relationship risk leading to adverse publicity that would damage Electrolux Professional's reputation, even if Electrolux Professional is not involved.

Trade sanctions, such as trade barriers, asset freezes and embargoes, and export controls imposed by the EU, the UN, other organizations or individual countries, may prohibit or restrict business activities between companies in different countries. Such prohibitions and restrictions can be imposed at short notice and are difficult to predict. The introduction of new or changed trade restrictions may limit the ability of Electrolux Professional to operate across national borders.

Electrolux Professional conducts operations in jurisdictions in which there might be entities and individuals subject to international sanctions (so-called SDNs or blocked persons) or other jurisdictions to which might be subject to comprehensive sanctions regimes. Electrolux Professional do not conduct business in, for example, Russia or Belarus (since 2022). Sanctions laws are complex, and their applicability to a given circumstance can often be subject to interpretation and be difficult to determine with certainty. The operations in such jurisdictions may thus result in an increased risk of alleged sanctions violations in respect of past, ongoing or future business activities, or that the Group becomes subject to investigations or claims, which (regardless of actual violation or not) may have a material adverse effect on Electrolux Professional's reputation, business, results of operations and financial position. Sanctions regimes are also subject to frequent changes, which could require Electrolux Professional to cease or limit its involvement in affected markets. There is also a risk that Electrolux Professional may be subject to sanctions if it does not fully comply with the trade sanctions imposed.

Electrolux Professional's product portfolio has historically been of such a nature that the products have generally been deemed to not be subject to export control rules. However, the increasing importance of digitalization and connectivity means that the Group's products in the future will contain more advanced technology and software solutions. Combined with the fact that several major trading parties around the world are creating and broadening their regulations concerning, for example, export controls and national security, there is a risk that Electrolux Professional's products may, in the future, fall within the scope of export control rules, which would demand greater future cash flows, increased administration, additional internal controls and, in certain cases, trading restrictions.

In addition, Electrolux Professional is dependent on the compliance by its employees, suppliers and other third parties with laws and regulations, as well as internal governance documents and policies. Breaches of, or non-

compliance with, applicable laws and regulations would adversely affect Electrolux Professional's business and reputation. Such behavior include, for example, non-compliance with laws and regulations related to public procurement and competition law, money laundering, IT security and data protection (including GDPR), corporate governance, export controls and trade sanctions, IFRS and other rules relating to accounting and financial reporting, the environment, the work environment, business ethics and equal treatment. There is also a risk that internal governance documents, policies and codes of conduct are not at all times adequate and fully effective, particularly if the Group is confronted with risks that it has not fully or adequately identified or anticipated. Electrolux Professional also faces the risk that its executives make decisions that are not in compliance with the Group's strategies, corporate governance practices, internal guidelines and policy documents. If Electrolux Professional's internal controls and other measures to safeguard compliance with laws, regulations, internal guidelines and policies are insufficient, there is a risk that the Group's reputation is damaged and that it becomes subject to fines, penalties and other sanctions and/or exposed to civil or criminal liability.

Electrolux Professional is exposed to environmental risks.

Electrolux Professional's manufacturing is subject to numerous international, national and local environmental, health and safety directives, laws and regulations, including those pertaining to the storage, handling, treatment, transportation and disposal of hazardous and toxic materials, the construction and operation of plants and standards relating to energy efficiency and the discharge of pollutants to air, soil and water, under which the requirements and standards are continuously subject to changes. Some of the Group's manufacturing facilities require permits for their operations, which include thresholds or maximum permissible amounts for air- and water-borne emissions and noise, and also require Electrolux Professional to submit notifications, reports and/or documentation to relevant authorities. Any severe non-compliance or disputes risk resulting in the imposition of fines, penalties or liens, or give rise to civil or criminal liability, which would have a material adverse effect on Electrolux Professional's reputation and business.

In addition, Electrolux Professional may be held liable to investigate and rectify contamination and emissions at the Group's plants and on property which Electrolux Professional, or companies and businesses which the Group has acquired or with which it has merged, owns or has previously owned, irrespective of whether Electrolux Professional has caused the contamination or whether the operation that caused the contamination was lawful at the time the contamination occurred. For most of the Group's facilities, operations have been conducted for a long period of time. This typically entails an increased risk of claims in relation to contaminations, as the environmental requirements on operations were generally less strict in the past compared to today. For example, in 2001, the Group divested a manufacturing unit in Sursee, Switzerland. In 2010, the Group was notified that the divested Sursee plant was contaminated with chlorinated solvents, which required the Group to compensate the acquirer with Swiss franc ("CHF") 280,000. The acquirer has thereafter discovered further contaminations and claimed additional amounts from Electrolux Professional. The Group has made provisions for the claims totaling CHF 460,000. Environmental risks could be significant in relation to acquisitions and divestments involving property and manufacturing facilities.

Electrolux Professional also risks being subject to claims from public authorities, private individuals, companies or other parties who request compensation for alleged personal injury, property damage or damage to nature caused by contamination or hazardous substances resulting from Electrolux Professional's business, manufacturing units or products. Discoveries of earlier unknown or new serious contamination, or demands for investigation and rectification of previously known such contamination at Electrolux Professional's plants, risk leading to large and unexpected costs. The Group maintains provisions on its balance sheet for certain environmental remediation matters, which, as of December 31, 2023, amounted to SEK 36m. Risks of substantial costs and liabilities, including for the investigation and remediation of past or present contamination, are inherent in the Group's ongoing operations, and its ownership and occupation of industrial properties thus present a significant risk.

Electrolux Professional is exposed to risks related to legal disputes and administrative proceedings.

Electrolux Professional is involved in disputes in the ordinary course of its business. The disputes may concern, among other things, alleged defects in delivery of goods and services, warranty undertakings, supplier agreements, employment issues, patent rights and other intellectual property rights and other issues on rights and obligations that arise in connection with the Group's operations. For example, in 2020 a supplier filed a lawsuit in Italy against Electrolux Professional for a significant amount regarding alleged damages related to products and prices during the contractual period and compensation for costs and damages resulting from the allegedly wrongful termination of the relevant supply agreement. Electrolux Professional may also be exposed to product liability claims in the event that one of its products is alleged to have caused property damage, bodily injury or other adverse effects

(including through the use in such products of components received from third party suppliers). Disputes may also arise in connection with mergers and acquisitions.

In addition, the Group may be subject to investigations and legal proceedings brought by antitrust or competition authorities and any future negative decisions in competition law proceedings risk leading to administrative fines and liability in damages, which sometimes involve significant amounts depending on the circumstances of the individual case. Any regulatory actions taken, or penalties imposed by competition or regulatory authorities globally, may also limit Electrolux Professional's possibilities to conduct and expand its operations in certain countries, thus presenting a significant risk to the Group's growth strategy.

Disputes and investigations may prove costly, be time consuming and disrupt normal operations. The financial, reputational and legal outcomes of material disputes are uncertain and presents a highly significant risk to Electrolux Professional, since a disadvantageous outcome of such disputes or investigations would have a material adverse effect on the Group's business, results of operations or financial position.

Electrolux Professional is exposed to risks related to intellectual property rights.

Electrolux Professional's intellectual property rights, including patents, trademarks, design rights, copyright, trade secrets and related rights, are a significant and valuable aspect of the Group's business. Electrolux Professional is also a licensee of intellectual property, such as the "Electrolux" component of the Electrolux Professional brand and trademark and the Zanussi brand and trademark (to which Electrolux retains ownership and issues licenses to Electrolux Professional under a long-term trademark license agreement), which are some of the Group's most important intellectual property rights. Being a licensee of intellectual property entails certain obligations and restrictions with respect to use of the intellectual property, as a consequence of which Electrolux Professional does not enjoy the same freedom to use the licensed brands and trademarks as it would if Electrolux Professional had owned the intellectual property in question. If, for example, Electrolux Professional were to violate material terms in the licensing agreement, it could lead to Electrolux Professional losing its right to use the intellectual property. Any material failure to obtain, renew or adequately protect Electrolux Professional's intellectual property rights may negatively affect its competitiveness, if, for example, Electrolux Professional would no longer be able to use certain trademarks or another entity sells products of low quality under any of Electrolux Professional's brands or features or otherwise misrepresents such trademarks.

Electrolux Professional has applied for intellectual property protection in multiple jurisdictions with respect to certain innovations and new products, product features and processes. For example, in 2023, Electrolux Professional submitted more than ten unique patent applications to authorities in various jurisdictions. However, there is a risk that the intellectual property rights that Electrolux Professional owns is challenged or invalidated, or that third parties circumvent the Group's patents by modifying the designs. Moreover, the laws and procedures of certain foreign countries in which the Group operates, such as China, make it more challenging to protect and enforce intellectual property rights than, for example, in Europe or the United States. A severe deterioration in the protection of intellectual property rights would weaken the Group's competitive advantage with respect to its products, services, and brands in the countries concerned.

Furthermore, there is a risk that other parties assert intellectual property rights that cover some of Electrolux Professional's technology, patents, brands, products or services. In addition, if the Group, within the area of product development, finds its solutions or inventions already protected by other parties' intellectual property rights, the Group may need to redesign or adapt its products, which may make the Group's product development more difficult, more costly and take longer time. There is also a risk that litigations and disputes regarding patents, trademarks or other intellectual property are costly and time-consuming and divert the attention of the Group's management and key personnel from the Group's business operations. Electrolux Professional may also be required to pay royalties in order to continue to use a certain patent or trademark should the Group infringe another parties' intellectual property rights. The Group also risks being liable for significant damages or subject to injunctions prohibiting production and sale of certain products, which would have a material adverse effect on its results of operations and financial position.

Electrolux Professional is exposed to tax risks.

The Group is comprised of subsidiaries that are subject to taxation in approximately 31 jurisdictions. Accordingly, the Company is subject to taxation in Sweden as well as in other jurisdictions. In 2021–2023, Electrolux Professional's tax expense (as included in income for the period) totaled SEK 101m, SEK 209m and SEK 259m, respectively, and its effective tax rate amounted to 17.1, 23.3 and 25.0 percent, respectively. There is a risk that Electrolux Professional's understanding and interpretation of tax laws, tax treaties and other provisions is not correct in all respects. There is also a risk that tax authorities in the relevant jurisdictions make assessments and

decisions that differ from Electrolux Professional's understanding and interpretation of the aforementioned laws, tax treaties and other provisions, which risks to negatively impact the Group's tax expenses and effective tax rate. Accordingly, there is a risk that amended laws, tax treaties or other provisions, which may apply retroactively, may have a material adverse effect on Electrolux Professional's results.

Electrolux Professional's projections of future taxable income are based on management's estimates and assumptions. Accordingly, there is a risk that changes in assumptions or erroneous estimates in the projection of future taxable income result in significant differences in the valuation of deferred taxes. As of December 31, 2023, Electrolux Professional had a net amount of SEK 427m recognized as deferred tax assets in excess of deferred tax liability. As of December 31, 2023, the Group had tax loss carry-forwards and other deductible temporary differences of SEK 8m, which have not been included in the computation of deferred tax assets. Material differences in such assumptions thus present a significant risk for Electrolux Professional.

Furthermore, in recent years, tax authorities have increased the focus on transfer pricing, an area of high complexity. Transfer pricing related disputes often concern significant amounts and may sometimes take several years to conclude. Negative outcomes in transfer pricing related reviews and disputes may have a material adverse effect on Electrolux Professional's tax position. From time to time, Electrolux Professional is also involved in other tax disputes, tax audits and litigations of varying significance and scope. Such processes can lead to lengthy proceedings over several years and may require Electrolux Professional to pay substantial additional tax, and thus present a significant risk for the Group.

Electrolux Professional is exposed to employment law related risks.

As of December 31, 2023, Electrolux Professional had 3,978 employees in approximately 30 countries. The Group thus needs to comply with several employment-related laws and regulations with various levels of employee protection. If such laws and regulations were to be amended in a way that reduces the employer's flexibility or imposes additional administrative or financial burden on the employer, it would have a negative effect on Electrolux Professional's business.

Electrolux Professional is also subject to separate collective bargaining agreements with certain labor unions, for example in Italy and Sweden, with different durations, and the Group periodically negotiates with certain of the unions representing their employees. However, there is a risk that the Group will not be able to renew collective bargaining agreements on favorable terms. Such renegotiations may also cause disruptions to the operations and increase the risk of industrial conflict measures. Accordingly, within its own business or within the business of suppliers or other third parties, Electrolux Professional is exposed to risks related to strikes or other industrial conflict measures, which, if they last for a long period or encompass a substantial part of the workforce in a major or important part of the business, would create disruptions and delays in the operations. Employment law related risks thus present a significant risk for the Group.

Financial risks

Electrolux Professional is exposed to currency risks.

Electrolux Professional's solutions and products are manufactured in 13 facilities located in eight countries around the world and sold in over 110 countries. Accordingly, the Group is exposed to currency risks. Foreign exchange risk is defined as the risk that fluctuations in currency exchange rates have a negative impact on the Company's financial position, profitability or cash flow and includes transaction exposure and translation exposure. Transaction exposure is defined as the confirmed future net of operational and financial in- and outflows of currencies, and relates primarily to internal sales from producing entities to sales companies or external exposures from purchasing of components and input material for the production paid in foreign currency. Translation exposure is defined as the risk that fluctuations in currency exchange rates have a negative impact on the balance sheet or consolidated equity, and occurs when a portion of consolidated equity/net assets or a financial asset or liability are denominated in a foreign currency.

Furthermore, the net of assets and liabilities in foreign subsidiaries constitute a net investment in foreign currency, which generates a translation difference in the consolidation of the Group. This exposure sometimes impacts the Group's total comprehensive income and capital structure.

The major net export currencies that Electrolux Professional is exposed to are Thai baht ("THB"), EUR and SEK. The major import currencies that Electrolux Professional is exposed to are USD, British pound ("GBP"), Chinese renminbi ("CNY"), Turkish lira ("TRY"), Norwegian kroner ("NOK") and Danish kroner ("DKK"). These currencies represent the majority of the exposures of the Group. As a static calculation at year-end 2023, a change up or down by 10 percent in USD, GBP and EUR, respectively, would have impacted the Group's profit and loss

in 2023 by approximately SEK +/- 94m, SEK +/- 19m and SEK +/- 17m, respectively. There is a risk that hedging transactions, if carried out, and any increased prices in order to counter the effects of changes in exchange rates are insufficient to protect the Group from currency exchange movements. Extensive currency exchange movements present a significant risk to Electrolux Professional.

Electrolux Professional is exposed to liquidity and financing risks.

Electrolux Professional is exposed to liquidity risk in that it may be unable to meet payment obligations because it has insufficient cash at its disposal, which may in turn arise from matters outside of its control, such as a credit crisis or severe adverse economic conditions in the countries in which the Group operates.

In addition, Electrolux Professional is exposed to the risk that financing of the Group's capital requirements and refinancing of existing borrowings is more difficult or costly in the future. The Group's borrowings comprise primarily a Revolving Credit Facility with the Group's core-banking group and two bilateral term loans. Furthermore, a commercial paper program has been established on September 7, 2023, with a framework amount of SEK 2,000m. There is a risk that financing will not continue to be available to the Group on acceptable terms. The Group's financing agreements may also contain certain restrictive conditions with respect to, for example, further loans, restrictions on acquisitions as well as divestments and pledging of assets. Such conditions may limit the Group's ability to secure additional capital or financing through new loans or the sale of assets. If the Group breaches such financial conditions, outstanding amounts payable under such financing agreements may also become immediately due and payable.

On December 22, 2023 Electrolux Professional entered into a bridge facility, provided by SEB and Danske Bank. The purpose of the bridge facility is to finance the acquisition of Tosei Corporation. The bridge facility is intended to be refinanced during 2024 with long term debt.

As of December 31, 2023, Electrolux Professional's net debt amounted to SEK 1,390m. If the Group's indebtedness increases, there is a risk that this increases Electrolux Professional's vulnerability to, and reduces its flexibility to address, general economic and industry-related conditions. Moreover, it would restrict the Group's flexibility with respect to planning for, or reacting to, changes in Electrolux Professional's business, competitive landscape and the industry in which Electrolux Professional operates, and adversely affect the Group's competitiveness, especially if its indebtedness exceeds that of its competitors.

There is a risk that extensive decreases in the Group's creditworthiness or profitability, significant increases in interest rates and considerable decreases in the availability of credit or the tightening of terms required by lenders would limit the Group's access to capital, including its ability to issue additional debt and equity.

Electrolux Professional is exposed to credit risks.

Credit risk on financial transactions is the risk that the counterpart is not able to fulfil its contractual obligations related to the Group's investments of liquid funds and derivatives. Credit risks also arise in connection with trade receivables. Electrolux Professional's client base is characterized by a mix of recurring customers such as distributors and one-time customers, as well as multi operator stores or spare-parts customers. If Electrolux Professional is unable to fully collect its trade receivable from major customers, the Group's results of operations would be adversely affected. As of December 31, 2023, trade receivables, net of provisions for expected credit losses, amounted to SEK 1,980m, and the total provision for expected credit losses was SEK 76m. If the expected credit loss rates on trade receivables between 16 and 60 days past due had been 10 percent higher as of December 31, 2023, the loss allowance on trade receivables would have increased SEK 8.8m. If the expected credit loss rates on trade receivables between 61 and 180 days past due had been 10 percent higher/lower as of December 31, 2023, the loss allowance on trade receivables would have increased/decreased SEK 6.5m. Any significantly higher than expected defaults or changes in the financial situation of an important customer would have a material adverse effect on the Group's credit losses and, in turn, its liquidity, results of operations or financial position.

Electrolux Professional is exposed to interest-rate risks.

Interest-rate risk refers to the adverse effects of changes in interest rates on the Group's income. The main factors determining this risk include the interest-fixing period. As of December 31, 2023, the Group's average interest-fixing period was 1.1 years. Derivatives, such as interest-rate swap agreements, might be used to manage the interest-rate risk by changing the interest from fixed to floating or vice versa. As a static calculation as of December 31, 2023, a one percentage point shift in interest rates would impact the Group's interest expenses by approximately SEK +/- 13m. Increased market rates that, to a significant extent, affect Electrolux Professional's interest costs would have a material adverse effect on the Group's results of operations and financial position.

Electrolux Professional is subject to risks related to its pension obligations

Electrolux Professional sponsors defined benefit pensions obligations in various countries, for example in Switzerland, Italy, France and Germany. Under defined benefit pension plans, the Company enters into a commitment to provide post-employment benefits based upon one or several parameters for which the outcome is not known at present. For example, benefits can be based on final salary, on career average salary, or on a fixed amount of money per year of employment. In 2023, Electrolux Professional's net provisions for post-employment benefits amounted to SEK 98m.

There are mainly three categories of risks related to defined benefit obligations and pension plans. Firstly, increased longevity and inflation of salary and pensions may increase the future pension payments and, hence, increase the pension obligation. Secondly, pension plan assets are invested in a variety of financial instruments and are exposed to market fluctuations. Finally, the discount rate used for measuring the present value of the obligation may fluctuate which impacts the valuation of the Defined Benefit Obligation (DBO). The discount rate also impacts the size of the interest income and expense that is reported in the Financial items and the service cost. Expected inflation and mortality assumptions are based on local conditions in each country and changes in those assumptions affect the measured obligation.

As a static calculation as of December 31, 2023, a +1 year change in longevity, a +0.5 percent change in inflation, and a +/-1 percent change in the discount rate would have affected the Group's defined benefit obligations with SEK 26m, SEK 12m and SEK - 99m/+SEK 120m, respectively. In 2024, Electrolux Professional expects to pay a total of SEK 15m in contributions to the pension funds and as payments of benefits directly to the employees. Changed financial assumptions present a significant risk to the Group's costs for defined benefit obligations and thereby its results of operations and financial position.

Electrolux Professional is exposed to risks related to valuation of inventory and goodwill.

Electrolux Professional carries significant inventories of goods and spare parts produced and held by several production and sales units in many countries. Inventories and work in progress are valued at the lower of cost, at normal capacity utilization, and net realizable value. Net realizable value is defined as the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale at market value. In 2023, the cost of inventories recognized as expense and included in cost of goods sold amounted to SEK 6,479m for the Group. Electrolux Professional writes down product and component inventories that have become obsolete or do not meet anticipated demand or net realizable value. In 2023, write-downs due to obsolescence amounted to SEK 102m and reversals of previous write-downs amounted to SEK 190m for the Group. If management's estimates with respect to valuation of inventory prove to be significantly incorrect, this would have a material adverse effect on the Group's results of operations and financial position.

As of December 31, 2023, Electrolux Professional reported goodwill of SEK 3,290m as well as other intangible assets of SEK 837m, corresponding in total to approximately 36 percent of the Group's balance sheet assets. Goodwill is evaluated for impairment yearly or whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. An impaired asset is written down to its recoverable amount based on the best information available. Different methods are used for this evaluation, depending on the availability of information. When available, market value is used and impairment charges have been recorded when the information indicated that the carrying amount of an asset was not recoverable. In the majority of cases, however, market value is not available, and the fair value is estimated by using the discounted cash flow method based on expected future results. Significant differences in the estimation of expected future results and the discount rates used would result in different asset valuations. Such significant differences and major inventory or asset related impairments or write-downs would have a material adverse effect on the Group's business, results of operations or financial position.

Risks related to the Notes

The claims of Noteholders are structurally subordinated

Electrolux Professional's operations are to some extent conducted through subsidiaries and other companies within the Group. Accordingly, Electrolux Professional can be dependent on operations of other companies within the Group to service its payment obligations in respect of the Notes. The Notes are structurally subordinated to the claims of all holders of debt securities and other creditors, including creditors of the subsidiaries, and structurally and/or effectively subordinated to the extent of the value of collateral to all the Electrolux Professional's and its subsidiaries' and other companies within the Group's secured creditors. In the event of an insolvency, bankruptcy, liquidation, reorganization, dissolution or winding up of the business of any of the subsidiaries or other companies within the Group, unsecured creditors of such companies, secured creditors and obligations that may be preferred

by provisions of law that are mandatory and of general application will generally have the right to be paid in full before any distribution is made to the Company. Hence, there is a risk that a Noteholder loses part of or its entire investment in the Notes, should Electrolux Professional, or any subsidiary or other company within the Group, experience difficulties with meeting its financial obligations through an insolvency, bankruptcy, liquidation, reorganization, dissolution or winding up of the business.

Electrolux Professional may provide collateral for other debt

Electrolux Professional finances a portion of its operations through bank loans and other debt instruments. The Terms and Conditions do not contain any negative pledge undertaking other than in relation to Market Loans and, consequently, Electrolux Professional may retain, provide or renew security over its current or future assets to secure existing or additional bank loans. As of December 31, 2023, Electrolux Professional nor any of its subsidiaries has provided any security over any of its assets. Hence, should Electrolux Professional provide collateral for debt other than the Notes, there is a risk that there will not be sufficient funds to repay the Noteholders in the event of Electrolux Professional's liquidation, reorganization or bankruptcy.

Risks relating to interest rate constructions

Notes with a fixed interest rate bear interest at a fixed rate until the Maturity Date for such Notes. The value of such Notes is highly influenced by the market interest rate level. As the market interest rate level changes, the value of the Notes with a fixed interest rate typically changes in the opposite direction, i.e. if the market interest rate level increases, the market value of such Notes falls and if the general interest rate level falls, the market value of such Notes increases. Since the price of Notes is adversely affected by changes in the market interest rate level, there is a risk that Noteholders may lose all or a significant part of their investment in such Notes.

Notes with a floating interest rate bear interest with a floating rate until the Maturity Date for such Notes. A decrease in the general interest rate level generally means that the return of Notes bearing floating interest rate may decrease. Investments in Notes with floating interest can be subject to fast and substantial interest rate variations. There is a risk that the Base Rate decreases during the term of the Notes, whereby the Interest Rate will decrease or even be zero. Such a decrease of the Interest Rate presents a significant risk to the return on a Noteholder's investment.

Notes with zero coupon bears no interest and may be issued at a discount, par or premium. The price is normally determined by the market interest rate level. When there is a positive market interest rate, the Notes with zero coupon are normally issued at a discount. The market value of such notes may be adversely affected by changes in the market interest rate level. If the market interest rate level increases in relation to the level at the issue date, the market value of zero coupon Notes will typically decrease. Hence, there is a risk that changes in the market interest rate will result in Noteholders losing all or a significant part of their investment in such Notes. Notes issued at a discount or premium tend to fluctuate more as a result of a change in the market interest rate than Notes issued at par.

Risks relating to the regulation and reform of benchmarks, including STIBOR

In order to ensure the reliability of reference rates, legislative action at EU level has been taken. Hence, the Regulation (EU) no 2016/1011 of the European parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) no 596/2014 (the "**Benchmark Regulation**") which regulates the provision of reference values, reporting of data bases for reference values and use of reference values within the EU. There is a risk that the benchmark regulation may affect how certain reference rates are calculated. These reforms may cause STIBOR to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. If this would be the case for STIBOR, and e.g. the relevant fallback solution evident from the Terms and Conditions should not work properly or negatively for either or both of Electrolux Professional or the Noteholders, this may lead to difficulties with determination and calculating interest which in turn risks leading to costly and time consuming discussions (and maybe even disputes) in respect of the matter, which in each case risks having an adverse effect on Electrolux Professional and/or the Noteholders.

Secondary market and liquidity

There is normally no significant real time trading in MTN on a Regulated Market on which the MTNs may be admitted to trading. Trading conducted in MTN is normally conducted outside the trading venue through so-called Over-The-Counter (OTC) trading. This can apply throughout its duration, and there is therefore a risk that a functioning secondary market for MTN will not arise or persist. If a secondary market for MTN does not develop,

liquidity may be low. As a result, rapidly selling an MTN or obtaining a price may be associated with difficulties compared to similar investment that have a liquid secondary market. In addition, the transparency of the bond market, primarily the OTC transactions, is called into question, as it is mainly based on the financial institutions involved in OTC trading reporting this correctly. The SFSA has in a 2019 supervisory report, *FI Supervision No. 15 – New rules resulted in reduced transparency on the Swedish Bond markets*, noted that information about transactions on the bond market is sometimes so difficult to find that it can be uncertain as to whether this is because it has never been published or whether it is simply very difficult to access, which is contributing to the low level of transparency. For Noteholders, there is consequently a risk that the secondary market will not give an accurate picture of the market value of the Notes.

Credit rating of MTN may not reflect all risks

One or more credit rating agencies may rate Loans issued under the Programme, which will be specified in the Final Terms. There is a risk that such a rating has not factored in all the risks associated with investment in the Loan. A credit rating is therefore not a recommendation to buy, sell or hold securities, and can be changed or revoked by the credit rating agencies at any time. Credit ratings that Electrolux Professional has been awarded may differ from the credit rating obtained for a Loan, which is why an investor cannot rely exclusively on the credit rating provided. In the event a credit rating is provided for the Notes in the Final Terms, a deterioration in the Group's creditworthiness may have a negative impact on the credit rating awarded for the Notes, while a poorer credit rating from a credit rating agency may adversely affect the value of the Notes.

GENERAL TERMS AND CONDITIONS

The following general terms and conditions (the “**General Terms and Conditions**”) shall apply to loans that Electrolux Professional AB (publ) (Swedish Corporate ID. no. 556003-0354) (the “**Company**”) issues on the capital market under an agreement that has been entered into on March 11, 2024 between the Company and Skandinaviska Enskilda Banken AB (publ) and Danske Bank A/S, Danmark, Sverige Filial regarding the MTN Programme (the “**MTN Programme**”) by issuing notes in SEK or EUR with varying maturities, although not less than one year, known as *Medium Term Notes*.

1. DEFINITIONS

1.1 In addition to the definitions set out above, the following terms will have the meaning set out below.

“**Account Operator**” means a bank or other party duly authorized to operate as an account operator (*kontoförande institut*) pursuant to the Swedish Financial Instruments Accounts Act (*lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) and through which a Noteholder has opened a Securities Account in respect of its MTN.

“**Adjusted Loan Amount**” means the Loan Amount less the amount of MTN owned by the Company, or a Group Company, regardless of whether such Group Company is directly registered as the owner of such MTN or not.

“**Administrative Agent**” means:

- (c) if Loans have been issued through two or more Issuing Agents, the Issuing Agent designated by the Company as being responsible for certain administrative tasks relating to the Loan according to the Final Terms; and
- (d) if loans have been issued through only one Issuing Agent, the Issuing Agent.

“**Arranger**” means Skandinaviska Enskilda Banken AB (publ) or any Dealer replacing it as Arranger.

“**Base Rate**” means in regards to Loans with Floating Rate, the base rate STIBOR or EURIBOR as specified in the Final Terms or any reference rate replacing STIBOR or EURIBOR in accordance with Section 13 (*Replacement of Base Rate*).

“**Business Day**” means a day that is not a Sunday or other public holiday in Sweden or that, in respect of the payment of promissory notes, is not equated with a public holiday in Sweden. Saturdays, Midsummer’s Eve (*midsommarafton*), Christmas Eve (*julafton*) and New Year’s Eve (*nyårsafton*) will be considered to be equated to public holidays for this definition.

“**Currency**” has the meaning set out in the Final Terms.

“**Day Count Convention**” means, when calculating an amount for a particular calculation period, the calculation method specified in the Final Terms.

- (a) If the calculation method “**30/360**” is specified as applicable, the amount must be calculated for a year with 360 days, consisting of twelve months each of 30 days, and during the broken month the actual number of days that have elapsed in the month.
- (b) If the calculation method “**Actual/360**” is specified as applicable, the amount must be calculated using the actual number of days in the relevant period divided by 360.

“**Dealers**” means Skandinaviska Enskilda Banken AB (publ) and Danske Bank A/S, Danmark, Sverige Filial as well as any other dealer agent that has been specifically authorized by Euroclear Sweden to handle and register issues in the VPC system (*emissionsinstitut*), and which accedes to this MTN Programme, although only provided such institution has not ceased to act as a dealer agent.

“**Debt Register**” means the register (*skuldbok*) kept by Euroclear Sweden in respect of the Notes in which a Noteholder is registered.

“**EURIBOR**” means:

- (a) the interest rate as displayed as of or around 11.00 a.m. on the relevant day 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 interest rate is available for the relevant Interest Period as described in paragraph (a), the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Administrative Agent at its request quoted by the European Reference Banks for deposits of EUR 10,000,000 for the relevant Interest Period; or
- (c) if no interest rate as described in paragraph (a) and (b) 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 currency used by the participating Member States in accordance with the European Union’s regulations for the Economic and Monetary Union (EMU).

“**Euroclear Sweden**” means Euroclear Sweden AB (Swedish Corporate ID. no. 556112-8074).

“**European Reference Banks**” means four major commercial banks which, at the current time, are quoting EURIBOR and are appointed by the Administrative Agent.

“**Final Terms**” means the Final Terms established for a particular Loan under this MTN Programme in accordance with the form of Final Terms under the section “*Form of Final Terms*” below (with the additions and amendments that may be made from time to time).

“**Group**” means the corporate group in which the Company is the parent company (the terms group and parent company refer to that which is specified in the Swedish Companies Act (*Aktiebolagslagen (2005:551)*), as amended from time to time).

“**Group Company**” means any legal entity that, from time to time, forms part of the Group.

“**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)*) (or its equivalent in any other relevant jurisdiction).

“**Interest Commencement Date**” means, according to the Final Terms, the date from which interest (where applicable) begins to accrue.

“**Issuing Agent**” means, according to the Final Terms, the Dealer(s) under this MTN Programme through which a particular Loan has been carried out.

“**Loan**” means any loan from a particular series, encompassing one or more MTN, which the Company issue under this MTN Programme.

“**Loan Amount**” means the total outstanding Nominal Amount of MTN in respect of a particular Loan, although less any repaid amount.

“**Loan Date**” means the date specified as such in the Final Terms.

“**Loan Terms and Conditions**” means for a particular Loan, these General Terms and Conditions as well as the Final Terms for said Loan.

“**Market Loans**” means issuing certificates, bonds or other securities (including loans under the MTN or other market loan programme), which are sold, brokered or invested in an organized form and which are or may be traded on a Regulated Market.

“**Material Group Companies**” means the Company and each Group Company representing (on a consolidated basis) more than five (5) percent of the consolidated total assets of the Group, as set out in the most recent published audited financial statements of such Group Company and the Company.

“**Maturity Date**” means, according to the Final Terms, the date on which an MTN is to be repaid.

“**MTN**” means an unilateral debt obligation regarding a Nominal Amount that has been registered under the Swedish Financial Instruments Accounts Act (*lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*), and which forms part of a Loan issued by the Company under this MTN Programme.

“**Nominal Amount**” means the amount for each MTN specified in the Final Terms.

“**Noteholder**” means the party listed on the Securities Account as the directly registered owner (*ägare*) or nominee (*förvaltare*) of an MTN.

“**Noteholders’ Meeting**” means a meeting with the Noteholders in accordance with Section 12 (*Noteholders’ Meeting*).

“**Record Date**” means the fifth Business Day before (or another Business Day before the relevant date that may generally be applied to the Swedish bond market) (i) the due date for interest or the principal under the Loan Terms and Conditions, (ii) another date on which payment is to be made to Noteholders, (iii) the date of the Noteholders’ Meeting, (iv) the date on which the notification is dispatched, or (v) another relevant date.

“**Reference Banks**” means those Dealers designated under this MTN Programme or such replacement banks which, at the relevant time, quote an interest rate for STIBOR and which are designated by the Administrative Agent.

“**Regulated Market**” means a regulated market as defined in Directive 2014/65/EU on markets in financial instruments.

“**Securities Account**” means the securities account with Euroclear Sweden under the Swedish Financial Instruments Accounts Act (*lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*), in which (i) an owner of a security is directly registered as the owner of securities or (ii) an owner’s holding of securities is registered in the name of a nominee.

“**Settlement Date**” means the date on which, according to the Final Terms, the issue proceeds for MTN are to be paid.

“**STIBOR**” means:

- (a) the interest rate administered, calculated and distributed by the Swedish Financial Benchmark Facility AB (or the replacing administrator or calculation agent) for the relevant day and published on the information system Refinitiv’s page “STIBOR=” (or through such other system or 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 interest rate is available for the relevant Interest Period as described in paragraph (a), the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Administrative Agent at its request quoted by the Reference Banks for deposits of SEK 100,000,000 for the relevant Interest Period; or
- (c) if no such interest rate as described in paragraph (a) and (b) is available, the interest rate which, according to the reasonable estimate of the Administrative Agent, best reflects the interest rate for deposits in SEK offered in Stockholm interbank market for the relevant Interest Period.

“**Swedish Kronor**” and “**SEK**” means the legal currency in Sweden.

1.2 Additional definitions, such as Interest Rate Structure, Interest Rate, Base Rate Margin, Interest Determination Date, Interest Payment Date(s), Interest Period and Currency can be found (where applicable) in the Final Terms.

1.3 When calculating whether a limit described in Swedish Kronor has been reached or exceeded, an amount in another currency shall be calculated on the basis of the exchange rate that applied on the Business Day immediately prior to the relevant time and that is published on the Refinitiv’s website “SEKFIX=” (or through such other system or on such other website that replaces said system or

website respectively) or, if no such exchange rate is published, the exchange rate for such currency against Swedish Kronor the mentioned date as published by the Swedish Central Bank (*Riksbanken*) on its website (www.riksbank.se).

2. ISSUANCE OF LOANS

- 2.1 Under this MTN Programme, the Company may issue MTN in Swedish Kronor or Euros with a maturity of at least one year. Under a Loan, MTN may be issued in multiple tranches without the approval of any Noteholder under the relevant Loan, provided that the terms of such tranches are identical with the exception of Loan Date, Loan Amount, price per MTN and Issuing Agent.
- 2.2 By subscribing to MTN, each initial Noteholder accepts that its MTN will have those entitlements and be subject to those terms and conditions arising from the Loan Terms and Conditions. By acquiring MTN, each new Noteholder confirms such acceptance.
- 2.3 The Company undertakes to make payments in respect of issued MTN, as well as to comply in other respects with the Loan Terms and Conditions for the Loans taken out under this MTN Programme.
- 2.4 If the Company wishes to issue MTN under this MTN Programme, the Company must enter into a separate agreement for this purpose with one or more dealer agents, which will be the Issuing Agent(s) for said Loan.
- 2.5 Final Terms shall be established in relation to each particular Loan which together with these General Terms and Conditions shall constitute the complete Loan Terms and Conditions.

3. REGISTRATION OF MTN

- 3.1 MTN will be registered in a securities account on behalf of Noteholders, which is why no physical securities will be issued. Any request for a particular registration measure in respect of MTN must be addressed to the Account Operator.
- 3.2 Anyone who, due to mandates, pledges, the provisions in the Children and Parents Code (*föräldrabalken*), terms and conditions in wills or deeds of gift, or has otherwise acquired the entitlement to receive payment under an MTN, must have their right to receive payment registered with Euroclear Sweden in order to receive such payment.
- 3.3 The Administrative Agent is entitled to receive information from Euroclear Sweden regarding the content of its Debt Register for MTN, in order to fulfil its duties in accordance with Section 11 (*Termination of loans*) and Section 12 (*Noteholders' Meeting*). Administrative Agents will not be responsible for the content of such extracts or otherwise be responsible for determining who is the Noteholder.

4. RIGHT TO ACT ON BEHALF OF A NOTEHOLDER

- 4.1 Any person other than a Noteholder wishing to exercise the Noteholder's rights under the Loan Terms and Conditions or vote at a Noteholders' Meeting must present a power of attorney or other proof of authorization from the Noteholder or a successive, coherent chain of powers of attorney or proof of authorization starting with the Noteholder.
- 4.2 A Noteholder, or another party exercising the Noteholder's rights pursuant to Section 4.1 above, may authorize one or more parties to represent the Noteholder in respect of some or all MTN held by the Noteholder. Any such authorized party must act independently.

- 4.3 These General Terms and Conditions shall not affect the relationship between a Noteholder who is the nominee (*förvaltare*) with respect to an MTN and the owner of such MTN, and it is the responsibility of such nominee to observe and comply with any restrictions that may apply to it in this capacity.

5. PAYMENTS

- 5.1 Payment in respect of MTN issued in Swedish Kronor must be made in Swedish Kronor, while payment in respect of MTN issued in Euros must be made in Euros.
- 5.2 Payments in respect of MTN must be made to the person who is registered as the Noteholder on the Record Date prior to the relevant due date, or to another person who is registered with Euroclear Sweden who is entitled to receive such payment.
- 5.3 If the Noteholder, through an Account Operator, has registered that the capital amount and interest are to be deposited in a particular bank account, this deposit will be made through Euroclear Sweden on the respective due date.
- 5.4 In the event Euroclear Sweden, due to a delay on the part of the Company or due to some other obstacle, should not be able to pay an amount as previously stated, the Company must ensure that the amount is paid as soon as the obstacle has ceased to exist.
- 5.5 If the Company is unable to fulfil its payment obligation through Euroclear Sweden due to an obstacle affecting Euroclear Sweden, the Company will be entitled to defer the payment obligation until the obstacle has ceased to exist. In such a case, interest will be payable in accordance with Section 7.2.
- 5.6 If it transpires that the person who has been allocated the amount in accordance with this Section 5 was not entitled to receive this, the Company and Euroclear Sweden will nevertheless be deemed to have fulfilled their relevant obligations. However, this does not apply if the Company or Euroclear Sweden were aware that the amount had come into the wrong hands or had not been normally prudent.

6. INTEREST

- 6.1 Interest on a particular Loan is calculated and paid (where applicable) in accordance with the Loan Terms and Conditions.
- 6.2 In the Final Terms, the relevant Interest Rate Structure will be specified according to one of the following options or in a combination thereof:

(a) Fixed Rate

If the Loan is specified as a Loan with Fixed Rate, the Loan will bear interest at the Interest Rate from, but excluding, the Interest Commencement Date up to and including the Maturity Date.

Interest that has accrued during an Interest Period is paid in arrears on the respective Interest Payment Date and is calculated according to the Day Count Convention method set out in the Final Terms.

(b) Floating Rate (FRN)

If a Loan denominated in SEK or EUR is specified as a Loan with Floating Rate, the Loan will bear interest at the Interest Rate from, but excluding, the Loan Date up to and including the Maturity Date. The interest rate for the relevant Interest Period shall be calculated by the Administrative Agent on the respective Interest Determination Date, and is the sum of the Base Rate and the Margin for the relevant period, adjusted for the application of Section 13

(Replacement of Base Rate). If the calculation of the interest rate entails a value lower than zero, the interest rate will be considered to be zero.

If the interest rate cannot be determined on the Interest Determination Date due to an obstacle as referred to in Section 17.1, the Loan will continue to run at the interest rate that applied to the immediately preceding Interest Period. As soon as the obstacle has ceased to exist, the Administrative Agent will calculate a new interest rate, which will apply from the second Business Day after the date of the estimate up until the end of the current Interest Period.

Interest is paid in arrears on each relevant Interest Payment Date and is calculated according to the Day Count Convention for MTN in SEK and EUR for the relevant Interest Period, or by using such other method of calculation as is applied for the relevant Base Rate.

(c) Zero Coupon

If the Loan is specified as a Zero Coupon it bears no interest. Loans with Zero Coupon may be issued at a discount, par or premium.

- 6.3 Interest (where applicable) is paid on the relevant Interest Payment Date.
- 6.4 If the Interest Payment Date for Fixed Rate Loans falls on a non-Business Day, interest will not be paid until the following Business Day. However, interest is only calculated and payable up to and including the Interest Payment Date.
- 6.5 If the Interest Payment Date for Floating Rate Loans falls on a non-Business Day, the Interest Payment Date will instead be considered to be the nearest subsequent Business Day, provided that said Business Day does not fall in a new calendar month, in which case the Interest Payment Date will be considered to be the preceding Business Day.

7. **DEFAULT INTEREST**

- 7.1 In the event of any default in payment, default interest shall be payable on the overdue amount from its due date up to and including the date on which payment is made at a rate corresponding to the average of one week STIBOR for MTN denominated in SEK and one week EURIBOR for MTN denominated in EUR for the duration of the delay, plus two (2) percentage points in each case. For this purpose, STIBOR and EURIBOR shall be determined on the first Business Day in each calendar week for the duration of the period of default. Default interest in accordance with this Section 7.1 for interest-bearing Loans shall never be paid at an interest rate lower than the interest rate applicable to the relevant Loan on its relevant due date plus two (2) percentage points. Default interest shall not be capitalised.
- 7.2 If the default in payment is due to an impediment affecting a Dealer or Euroclear Sweden, default interest shall accrue at a rate corresponding to:
- (a) for interest-bearing Loans, the interest rate applicable to the relevant Loan on its relevant due date.
 - (b) for Zero Coupon Loans, the average of one week STIBOR or EURIBOR respectively for the duration of the delay (whereby STIBOR and EURIBOR shall be determined on the first Business Day of each calendar week for the duration of the period of default).

8. **REPAYMENT AND REPURCHASE**

- 8.1 Loans fall due for payment on the Maturity Date, with the amount per MTN that is specified in the Final Terms along with accrued interest (if any). If the Maturity Date falls on a day that is not a Business Day, however, the Loan is repaid on the following Business Day.

- 8.2 The Company may, by agreement with the Noteholders, repurchase MTN at any time and at any price in the open market or otherwise provided this is compatible with applicable law. MTN that are owned by the Company may, according to the Company's own decision, be retained, transferred or cancelled.

9. REPURCHASE IN CASE OF CHANGE OF CONTROL

- 9.1 Each Noteholder is entitled to demand repurchase of all, or some, of the MTN held by the Noteholder, if:

- (a) the shares in the Company cease to be admitted to trading on a Regulated Market; or
- (b) an event or a series of events occurs, resulting in a natural or legal person, individually or together with such related parties as referred to in the Stock Market (Takeover Bids) Act (*lag (2006:451) om offentliga uppköpserbjudanden på aktiemarknaden*), directly or indirectly, at some point acquiring or controlling more than fifty (50) percent of the shares or voting rights in the Company.

- 9.2 It is the responsibility of the Company, as soon as the Company becomes aware of a change of ownership as described in Section 9.1, to notify the Noteholders of this through a press release, on the Company's website and in accordance with Section 16 (*Notices*). The notification must include instructions regarding how a Noteholder that wishes to have MTN repurchased should act, as well as specifying the repurchase date.

- 9.3 The repurchase date will fall at the earliest twenty (20) and at the latest forty (40) Business Days after the notification of the change of ownership has been sent to Noteholders in accordance with Section 9.2. However, in the event the repurchase date is not a Business Day, the repurchase date shall be deemed to be the Business Day immediately following.

- 9.4 Where a right to repurchase exists, the Company shall, upon demand by a Noteholder, repurchase the relevant MTN on the repurchase date at the price per MTN that would have been repaid on the Maturity Date, together with accrued interest (if any). For MTN with Zero Coupon, an amount per MTN calculated in accordance with Section 11.5 shall be paid instead.

- 9.5 Notices from Noteholders regarding demands for repurchase of MTN's shall be drafted in accordance with the instructions set forth in the notice provided to the Noteholders in accordance with Section 9.2. The Notice from the Noteholder must be received by the Company at least ten (10) Business Days before repurchase date.

10. UNDERTAKINGS

As long as an MTN is outstanding, the Company undertakes the following.

10.1 Status of the Loan

The Company shall ensure that its payment obligations under the Loans rank at least *pari passu* with its other unsubordinated and unsecured payment obligations, save for such obligations as may be preferred by provisions of mandatory law.

10.2 Nature of business

The Company undertakes not to materially change the nature of the Group's operations in a way that has a significant adverse effect on the Company's ability to fulfil its payment obligations towards the Noteholders.

10.3 Market Loans

The Company undertakes to ensure, as long as any MTN is outstanding, that no Group Company:

- (a) other than the Company, will issue any Market Loan; or
- (b) maintains, prolongs or provides any guarantee or security over any of the Group's present or future assets to secure any Market Loan.

10.4 Admission to trading on a Regulated Market

The Company undertakes to apply for admission on the relevant Regulated Market for Loans which according to the Final Terms must be admitted to trading on a Regulated Market, and to take any measures that may be required to maintain the admission as long as the relevant Loan is outstanding, however, not longer than as permitted under applicable laws and regulations.

10.5 Availability of Loan Terms and Conditions

The Company undertakes to ensure that the current version of these General Terms and Conditions, as well as the Final Terms for all outstanding Loans that have been admitted to trading on a Regulated Market, are kept available on the Company's website.

11. TERMINATION OF LOANS

11.1 The Administrative Agent shall declare in writing a relevant Loan, together with accrued interest (if any), immediately due and payable, or payable at such time as the Administrative Agent or the Noteholders' Meeting (as applicable) decides, upon the occurrence of any circumstance stated in Section 11.2 and if:

- (a) so decided by the Noteholders under a Loan at the Noteholders' Meeting; or
- (b) so requested in writing by Noteholders who, at the time of the request, represent not less than ten (10) percent of the Adjusted Loan Amount under the relevant Loan.

A request for termination may only be made by Noteholders who are registered in the Debt Register maintained by Euroclear Sweden on the Business Day immediately following the date on which the request was received by the Administrative Agent, and must be made jointly if it is submitted by several Noteholders each representing less than ten (10) percent of the Adjusted Loan Amount under the relevant Loan.

11.2 Loans may only be declared due and payable in accordance with Section 11.1 provided that:

(a) ***Non-Payment***

The Company fails to make timely payment of principal or interest due in respect of any Loan under this MTN Programme, unless the delay:

- (i) is a consequence of a technical or administrative error; and
- (ii) does not last for longer than three (3) Business Days.

(b) ***Other obligations***

The Company, in any respect other than that set out in paragraph (a) above, does not fulfil its obligations under the Loan Terms and Conditions in respect of the relevant Loan, provided that:

- (i) correction is possible; and

- (ii) the Company has received a written request from the Administrative Agent to implement corrective action and such corrective action has not been implemented within fifteen (15) Business Days.

(c) ***Cross payment default and acceleration***

Any financial indebtedness of the Company or any Material Group Company is not paid when due as extended by any originally 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 Loans may only be declared due and payable under this paragraph (c) if the aggregate amount of financial indebtedness referred to herein is at least SEK 150,000,000 or its equivalent.

(d) ***Insolvency***

Any of the Company or a Material Group Company is, or is deemed for the purposes of any applicable regulation to be, Insolvent.

(e) ***Insolvency proceedings***

Any corporate action, legal proceedings or other procedure or step other than vexatious or frivolous and as disputed in good faith and discharged within thirty (30) Business Days is taken in relation to:

- (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, company reorganization (*företagsrekonstruktion*) or bankruptcy (*konkurs*) of the Company or a Material Group Company;
- (ii) a composition, compromise, assignment or arrangement with creditors of the Company or a Material Group Company generally;
- (iii) the appointment of a liquidator (other than in respect of a solvent liquidation of a Material Group Company), administrator or other similar officer in respect of the Company or a Material Group Company or any of their respective assets; or
- (iv) any step analogous to paragraphs (i)-(iii) above is taken in any jurisdiction in relation to the Company or a Material Group Company.

(f) ***Creditors' process***

Any attachment, sequestration, distress or execution, or any analogous process in any jurisdiction, affects any asset of the Company or a Material Group Company having a value of not less than SEK 150,000,000 or its equivalent and which is not discharged within thirty (30) Business Days.

(g) ***Merger***

The Company is subject to a merger with any other person, with the effect that the Company is not the surviving entity.

11.3 The Administrative Agent may not declare a relevant Loan along with interest (if any) as due for payment pursuant to Section 11.2 by referring to grounds for termination, if a Noteholders' Meeting has resolved that such grounds for termination (temporarily or permanently) will not result in termination pursuant to Section 11.2.

11.4 It is the responsibility of the Company to notify the Dealers and the Noteholders immediately in accordance with Section 16 (*Notices*) in the event grounds for termination as set out in Section 11.2 should occur. In the absence of such notification, neither the Administrative Agent nor the Dealers, regardless of their actual knowledge, shall be deemed to be aware of grounds for termination. Neither

the Administrative Agent nor the Dealers are themselves obliged to monitor whether the conditions for termination according to Section 11.2 exist.

11.5 In the case of the repayment of Loans after termination pursuant to Section 11.1:

- (a) Loans running with interest will be repaid at an amount per MTN that, together with accrued interest, would have been repaid on the final Maturity Date; and
- (b) non-interest-bearing Loans shall be redeemed at an amount per MTN determined by the following formula as per the date of acceleration of the Loan:

Nominal Amount

$$(1 + r)^t$$

r = the ask rate quoted by the Administrative Agent for Swedish government bonds with an outstanding term to maturity corresponding to the remaining term of the relevant Loan. In the absence of such ask rate, the bid rate shall be used instead, as reduced by a market bid/ask spread, expressed in percentage points. The calculation shall be based on the closing quotation.

t = the remaining term for the relevant Loan, expressed in the Day Count Convention Actual/360 for MTN denominated in SEK.

12. NOTEHOLDERS' MEETING

- 12.1 The Administrative Agent may and must, at the request of the Company or Noteholders who, at the time of the request, represent at least one tenth of the Adjusted Loan Amount under a particular Loan (said request may only be submitted by Noteholders who are registered in the Debt Register for MTN maintained by Euroclear Sweden on the Business Day immediately following the date on which the request was received by the Administrative Agent, and must be made jointly if it is submitted by several Noteholders each representing less than one tenth of the Adjusted Loan Amount), convene a Noteholders' Meeting for the Noteholders under the relevant Loan.
- 12.2 The Administrative Agent must convene a Noteholders' Meeting by sending notification of this to each Noteholder and the Company within five (5) Business Days after receiving a request from the Company or Noteholders pursuant to Section 12.1 (or such later date as required for technical or administrative reasons). The Administrative Agent must notify the Issuing Agent without delay and in writing about the abovementioned notification.
- 12.3 The Administrative Agent may refrain from convening a Noteholders' Meeting if (i) the proposed decision must be approved by a person in addition to the Noteholders and this person 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 convening notification referred to in Section 12.2 must include (i) the time of the meeting, (ii) the venue for the meeting, (iii) the agenda for the meeting (including any request for a decision from the Noteholders), and (iv) a proxy form. Only matters that have been included in the convening notification may be decided at the Noteholders' Meeting. If it is necessary for Noteholders to notify their intention to attend the Noteholders' Meeting, this requirement must be specified in the convening notification.
- 12.5 The Noteholders' Meeting must be held no earlier than fifteen (15) Business Days and no later than thirty (30) Business Days after the notification. Noteholders' Meetings for multiple loans under the MTN Programme can be held at the same time.

- 12.6 Without deviating from the provisions in these General Terms and Conditions, the Administrative Agent may prescribe such additional provisions regarding the notification and the implementation of the Noteholders' Meeting as it deems appropriate. Such provisions may include the potential for Noteholders to vote without attending the meeting in person, i.e. that voting may take place using an electronic voting procedure or through a written voting procedure.
- 12.7 Only persons who are, or have been, authorized in accordance with Section 4 (*Right to act on behalf of a Noteholder*) by a person who is a Noteholder on the Record Date for the Noteholders' Meeting may exercise voting rights at such Noteholders' Meeting, provided that the relevant MTN are covered by the Adjusted Loan Amount. The Administrative Agent must ensure that, at the Noteholders' Meeting, there is a printout of the Debt Register maintained by Euroclear Sweden from the Record Date for the Noteholders' Meeting.
- 12.8 Noteholders, the Administrative Agent and the Issuing Agents, as well as their respective representatives, assistants and any experts, are entitled to attend the Noteholders' Meeting. Representatives must present a duly issued power of attorney, which must be approved by the Chair of the Noteholders' Meeting. The Noteholders' Meeting must begin with the appointment of a chair, a person to take the minutes and persons to adjust the minutes. The Chair must draw up a list of attending Noteholders who are eligible to vote, indicating the share of the Adjusted Loan Amount that each Noteholder represents (the "**Voting List**"). After this, the Voting List must be approved by the Noteholders' Meeting. Noteholders who have cast their votes via an electronic voting procedure, a voting slip or equivalent will, with the application of these provisions, be deemed to be present at the Noteholders' Meeting. Only those who were Noteholders on the Record Date, or representatives of said Noteholders, and who are covered by the Adjusted Loan Amount, are entitled to vote and will be included in the Voting List. The Company will have access to relevant voting calculations and the supporting data for these. The minutes must be completed as soon as possible and made available to Noteholders, the Company, the Administrative Agent and the Issuing Agent.
- 12.9 Decisions in the following matters require the approval of Noteholders representing at least ninety (90) percent of that part of the Adjusted Loan Amount for which Noteholders vote under the relevant Loan at the Noteholders' Meeting:
- (a) changing the Maturity Date, reduction of the Loan Amount, changing of terms relating to interest or the amount to be repaid (other than in accordance with the Loan Terms and Conditions, including what follows from the application of Section 13 (*Replacement of Base Rate*) and changing of the relevant Currency of the Loan);
 - (b) change to the terms of the Noteholders' Meeting under this Section 12;
 - (c) change of debtors; and
 - (d) mandatory exchange of MTN for other securities.
- 12.10 Matters that are not covered by Section 12.9 require the consent of Noteholders representing more than fifty (50) percent of the portion 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, amendments and waivers of rights in relation to the Loan Terms and Conditions that do not require a greater majority (other than amendments according to Section 14 (*Amendment of terms etc.*)), as well as early termination of Loans.
- 12.11 A Noteholders' Meeting reaches quorum if Noteholders representing at least fifty (50) percent of the Adjusted Loan Amount under the relevant Loan in respect of a matter in Section 12.9, or twenty (20) percent of the Adjusted Loan Amount under the relevant Loan in respect of other matters, attend the meeting in person or by telephone (or attend through an authorized representative).
- 12.12 If the Noteholders' Meeting does not reach quorum, the Administrative Agent must convene a new Noteholders' Meeting (in accordance with Section 12.2), provided that the relevant proposal has not been withdrawn by the person or persons who initiated the Noteholders' Meeting. The requirement

for quorum set out in Section 12.11 will not apply to said new Noteholders' Meeting. If the Noteholders' Meeting has reached quorum for some but not all of the matters to be decided at the Noteholders' Meeting, decisions will be taken regarding those matters for which quorum exists, and other matters will be referred to a new Noteholders' Meeting.

- 12.13 A decision at a Noteholders' Meeting which imposes new obligations on, or limits the rights of, the Company or an Issuing Agent under the Loan Terms and Conditions requires the written approval of the relevant party.
- 12.14 A Noteholder that holds more than one MTN does not need to vote for all the MTN they hold, nor vote in the same way for all their MTN.
- 12.15 The Company may not, directly or indirectly, pay or contribute to the payment of any compensation to any Noteholder for its approval under the Loan Terms and Conditions unless such compensation is offered to all Noteholders who provide their consent at the relevant Noteholders' Meeting.
- 12.16 A decision made at a Noteholders' Meeting shall be binding on all Noteholders under the relevant Loan, whether or not they were present at the Noteholders' Meeting. Noteholders shall not be held liable for any damage that the decision may cause another Noteholder.
- 12.17 At the request of the Administrative Agent, the Company must, without delay, provide the Administrative Agent with a certificate indicating the total amount for all the MTN owned by Group Companies on the Business Day specified in Section 12.1 and the relevant Record Date prior to a Noteholders' Meeting, regardless of whether said Group Company is directly registered as an owner of MTN. The Administrative Agent will not be responsible for the content of said certificate or otherwise be responsible for determining whether an MTN is owned by a Group Company.
- 12.18 Noteholders under the relevant Loan shall be notified, without delay, of any and all decisions made at a Noteholders' Meeting through a press release published on the Company's website and in accordance with Section 16 (*Notices*). At the request of a Noteholder or the Issuing Agent, the Administrative Agent shall provide the Noteholder with the minutes from the relevant Noteholders' Meeting. Failure to notify the Noteholders as stated above in this section does not affect the validity of the decision.
- 12.19 Without amending or varying these Loan Terms and Conditions, the Administrative Agent may prescribe such further regulations regarding the convening and holding of a Noteholders' Meeting as the Administrative Agent may deem appropriate. Such regulations may include a possibility for Noteholders to vote without attending the meeting in person and that voting can take place by electronic or written procedure.

13. REPLACEMENT OF BASE RATE

- 13.1 If a Base Rate Event as described in Section 13.2 below has occurred, the Company shall, in consultation with the Arranger, 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 operational amendments to the Loan Terms and Conditions in order to apply, calculate and finally decide the applicable Base Rate. The Arranger is not obligated to participate in such consultation or determination as described above. Should the Arranger not participate in such consultation or determination, the Company shall, at the Company'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 Euroclear Sweden and any calculation methods applicable to such Successor Base Rate.

- 13.2 A Base Rate Event is an event where one or more of the following events occur (“**Base Rate Event**”) which means:
- (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 Company, the Arranger or the Administrative Agent to calculate any payments due to be made to any Noteholders 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 (*krishanteringsregelverket*), or in respect of EURIBOR, from the equivalent entity with insolvency or resolution powers over the Base Rate Administrator, containing the information referred to in paragraph (b) above; or
 - (f) a Base Rate Event Announcement has been made and the announced Base Rate Event as set out in paragraphs (b)-(e) above will occur within six (6) months.
- 13.3 Upon a Base Rate Event Announcement, the Company may (but are 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 Arranger or through the appointment of an Independent Adviser, initiate the procedure as described in Section 13.1 above to finally decide the Successor Base Rate, the Adjustment Spread and other amendments, in order to change the Successor Base Rate at an earlier time.
- 13.4 If a Base Rate Event set out in any of the paragraphs (a)-(e) of Section 13.2 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 Euroclear Sweden 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 Section are applicable on subsequent Interest Periods, provided that all relevant measures have carried out regarding the application of and the adjustments described in this Section 13 (*Replacement of Base Rate*) prior to every such subsequent Interest Determination Date, but without success.

13.5 Prior to the Successor Base Rate, Adjustment Spread and any other amendments becoming effective, the Company shall promptly, following the final decision by the Company in consultation with the Arranger or the Independent Adviser of any Successor Base Rate, Adjustment Spread and other amendments, give notice thereof to the Noteholders, the Administrative Agent, the Arranger and Euroclear Sweden in accordance with Section 16 (*Notices*). The notice shall also include information about the effective date of the amendments. If the MTN are admitted to trading on a Regulated Market, the Company shall also give notice of the amendments to the relevant stock exchange.

13.6 The Arranger, the Independent Adviser and the Administrative Agent that carries out measures in accordance with this Section 13 shall not be liable whatsoever for any damage or loss caused by determinations, 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 Loan Terms and Conditions, unless directly caused by its gross negligence or wilful misconduct. The Arranger, the Independent Adviser and the Administrative Agent shall never be responsible for indirect or consequential loss.

13.7 In this Section 13, 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:

- (i) formally recommended by any Relevant Nominating Body in relation to the replacement of the Base Rate; or
- (ii) if item (i) is not applicable, the adjustment spread that the Company 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 and the 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 paragraphs (b) to (e) of Section 13.2 that any event or circumstance specified therein will occur.

“**Independent Adviser**” means an independent financial institution or advisor 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 Board or any part thereof.

“**Successor Base Rate**” means:

- (i) the 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 MTN, which is formally recommended as a successor to or replacement of the Base Rate by a Relevant Nominating Body as successor; or

- (ii) if there is no such rate as described in item (i), such other rate as the Company 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 the Successor Base Rate ceases to exist, this definition shall be apply *mutatis mutandis* to such new Successor Base Rate.

14. AMENDMENT OF TERMS ETC.

- 14.1 The Company and the Dealers may agree on adjustments to clear and obvious errors in these General Terms and Conditions.
- 14.2 The Company and the Administrative Agent may agree on adjustments to clear and obvious errors in the Final Terms for a particular Loan.
- 14.3 Amendments and waivers of Loan Terms and Conditions, other than as set out in Sections 14.1 to 14.2 shall take place through a decision at a Noteholders' Meeting as described in Section 12 (*Noteholders' Meeting*).
- 14.4 The accession of a new Dealer to the MTN Programme may take place by means of a written agreement between the Company, the relevant institution and existing Dealers. Dealers may retire as Dealers, although the Administrative Agent in respect of a particular Loan may not retire as Administrative Agent, unless a new Administrative Agent is appointed in its place for said Loan.
- 14.5 An approval of an amendment to terms and conditions granted at a Noteholders' Meeting may cover the substance of the amendment, and does not need to include the specific wording of the amendment.
- 14.6 A decision regarding an amendment of the terms shall also include a decision in respect of when the amendment enters into force. However, an amendment shall not enter into force before it has been registered with Euroclear Sweden and published on the Company's website.
- 14.7 The Company and the Arranger or the Independent Adviser may, without the approval of the Noteholders', amend the Loan Terms and Conditions in accordance with what is described in Section 13 (*Replacement of Base Rate*).
- 14.8 The amendment or concession of Loan Terms and Conditions in accordance with this Section 13 must be notified to the Noteholders by the Company as soon as possible in accordance with Section 16 (*Notices*) and published in accordance with Section 10.5.

15. TIME-BAR FOR CLAIMS

- 15.1 Claims for repayment of principal shall be time-barred and become void ten (10) years from the Maturity Date. Claims for interest shall be time-barred and become void three (3) years after each relevant Interest Payment Date. The Company is entitled to any funds set aside for payments in respect of which the Noteholders' right to receive payment has been time-barred and has become void.
- 15.2 If a limitation period is duly interrupted in accordance with the Swedish Act on Limitations (*preskriptionslag (1981:130)*), a new limitation period of ten (10) years with respect to the right to receive repayment of the principal, and of three (3) years with respect to receive payment of interest will commence, in both cases calculated from the date of interruption of the limitation period, as such date is determined pursuant to the provisions of the Swedish Act on Limitations.

16. NOTICES

- 16.1 Notifications will be issued to Noteholders for the Loan in question at the address registered with Euroclear Sweden on the Record Date prior to dispatch. A notification to the Noteholders must also be made public by means of a press release and be published on the Company's website.
- 16.2 Notification must be sent to the Company and the Dealers at the address registered with the Swedish Companies Registration Office (*Bolagsverket*) at the time notice is given.
- 16.3 A notification to the Company or Noteholders in accordance with the Loan Terms and Conditions that is sent by normal mail to the specified address will be deemed to have been received by the recipient on the third Business Day after dispatch, and a notification sent by courier will be deemed to have been received by the recipient when it has been delivered at the specified address.
- 16.4 In the event a notification has not been sent correctly to a particular Noteholder, this will not affect the impact of the notification on other Noteholders.

17. LIMITATION OF LIABILITY ETC.

- 17.1 The Dealers shall not be liable for any damage as a consequence of Swedish or foreign legislation, actions by Swedish or foreign public authorities, acts of war, strikes, blockades, boycotts, lockouts, or any other similar circumstance. The reservation in respect of strikes, blockades, boycotts, and lockouts applies notwithstanding that the Dealer itself takes such measures or is subject to such measures.
- 17.2 Damage which arises in other cases shall not be compensated by the Dealer provided the Dealer acted with normal care.
- 17.3 Neither the Company nor the Dealer shall be obligated in any circumstance to pay compensation for indirect loss.
- 17.4 In the event a Dealer is prevented from taking a measure as a consequence of a circumstance set forth in Section 17.1, the measure may be postponed until such time as the impediment no longer exists.
- 17.5 The provision set forth above shall apply unless otherwise required by the Swedish Financial Instruments Accounting Act.

18. GOVERNING LAW AND JURISDICTION

- 18.1 Swedish law will apply to the Loan Terms and Conditions and all non-contractual obligations that arise in connection with the application of the Loan Terms and Conditions.
- 18.2 Disputes must be determined by a Swedish court. Stockholm District Court (*Stockholms tingsrätt*) will be the court of first instance.

It is hereby confirmed that the above General Terms and Conditions are binding on us.

Stockholm, March 11, 2024

ELECTROLUX PROFESSIONAL AB (PUBL)

FORM OF FINAL TERMS

The following template will be used for the preparation of the Final Terms for each loan issued under the MTN Programme

FINAL TERMS ("Final Terms")

**for loan no. [•]
under Electrolux Professional AB (publ)'s (the "Company")
Swedish MTN Programme**

The General Terms and Conditions dated March 11, 2024 together with the Final Terms set forth below shall apply to the Loan. Unless otherwise stated, definitions used in these Final Terms are set forth in the Terms and Conditions or otherwise in the Company's Base Prospectus, approved and registered with the Swedish Financial Supervisory Authority on March 11, 2024, including any published supplemental prospectus prepared for the MTN Programme from time to time in accordance with Regulation (EU) 2017/1129 of the European Parliament and of 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, referred to as the "Prospectus Regulation" ("**Base Prospectus**"). This document constitutes the Final Terms for the Loan and has been prepared in accordance with Article 8 of the Prospectus Regulation.

Complete information about the Company and the MTN Programme can only be obtained through the Base Prospectus, any published supplementary prospectuses and these Final Terms, which is why investors who are considering investing in MTN should read these documents together and in full. The Base Prospectus and any supplementary prospectuses to the Base Prospectus as applicable are available on the Company's website www.electroluxprofessional.com.

[These Final Terms replace the Final Terms dated [date], whereby the Loan Amount has been increased by [SEK/EUR] [amount in figures] from [SEK/EUR] [amount in figures] to [SEK/EUR] [amount in figures].]

GENERAL

1. **Loan number:** [•]
 - (i) Tranche name: [•]
2. **Aggregate Nominal Amount:**
 - (i) for the loan: [•]
 - (ii) for tranche [•]: [•]
 - [(iii) for tranche [•] (*indicate previous tranches*):] [•]
3. **Price per MTN:** [•] % of Nominal Amount [plus accrued interest as from [insert date] if applicable]
4. **Currency:** [SEK/EUR]
5. **Nominal Amount:** [SEK/EUR] [•] (*Not less than EUR 100,000 or the equivalent thereof in SEK.*)
6. **Loan date:** [•]
7. **Interest Commencement Date:** [Loan date/[•]]
8. **Settlement Date:** [Loan date/[•]]
9. **Maturity Date:** [•]

10. **Basis for calculation of interest:** [Fixed Rate]
 [Floating Rate (FRN)]
 [Zero Coupon]
11. **Amount as basis for calculation of interest** [Nominal Amount/[•]]

BASIS FOR CALCULATION OF RETURN

12. **Fixed Rate:** [Applicable/Not applicable]
(If not applicable, delete the remaining subheadings of this paragraph)
- (i) Interest Rate: [•] % annual interest calculated on [Nominal Amount/[•]].
- (ii) Interest Period: The time from [•] up to and including [•] (the first Interest Period) and thereafter each period of [•] months with the end date on an Interest Payment Date
- (iii) Interest Payment Date(s): [Annually/Semi-Annually/Quarterly] on [•], the first time on [•] and the last time on [•]
(The above is adjusted in the event of a shortened or extended Interest Period)
- (iv) Day Count Convention Method: 30/360 [Specify]
- (v) Risk factors: In accordance with the risk factor with the heading [*Risks relating to interest rate constructions*] in the Base Prospectus.
13. **Floating Rate (FRN):** [Applicable/Not applicable]
(If not applicable, delete the remaining subheadings of this paragraph)
- (i) Base Rate: [•] months [STIBOR/EURIBOR]
 [The [first/last] coupon's Base Rate will be interpolated linearly between [•] months [STIBOR/EURIBOR] and [•] months [STIBOR/EURIBOR].]
- (ii) Margin: [+/-][•] % annual interest calculated on [Nominal Amount/[•]]
- (iii) Interest Determination Date: [Two] Business Days before each Interest Period, the first time on [•]
- (iv) Interest Period: The time from [•] up to and including [•] (the first Interest Period) and thereafter each period of approx. [•] months with the end date on an Interest Payment Date.
- (v) Interest Payment(s): The final day in each Interest Period, [the [•], the [•], the [•] and the [•],] the first time on [•] and the last time [the [•]/on the Maturity Date].
- (vi) Day Count Convention Method: Actual/360 [Specify]
- (vii) Risk factors: In accordance with the risk factor with the heading [*"Risks relating to interest rate constructions"*] in the Base Prospectus.
14. **Zero Coupon:** [Applicable/Not applicable]
(If not applicable, delete the remaining subheadings of this paragraph)

- (i) Terms for Loans without interest: [Specify details]
- (ii) Risk factors In accordance with the risk factor with the heading [“Risks relating to interest rate constructions”] in the Base Prospectus.

REPAYMENT

14. **Amount at which MTN is to be repaid on the Maturity Date:** [•] % of [Nominal Amount/[•]]

OTHER

15. **Estimated net proceeds** [SEK]/[EUR] [•] after deduction for costs related to the issue.
16. **Use of net proceeds** [General corporate purposes]/[Specify]
17. **Admission to trading on a Regulated Market:** [Applicable/Not applicable]
(If not applicable, delete the remaining subheadings of this paragraph)
- (i) Regulated Market: [Nasdaq Stockholm/Specify other Regulated Market]
- (ii) Estimated total costs associated with admission to trading: [•]
- (iii) Total number of securities admitted to trading: [•]
- (iv) Earliest date for admission to trading: [•]
18. **Interests:** [Specify/Not applicable]
(Interests and any conflicts of interest for individuals who are involved in the share issue and that are of significance for the Loan must be described)
19. **Credit rating for Loans:** [Specify/Not applicable]
20. **Resolutions as basis of the issue:** [Not applicable/Resolutions regarding this Loan were taken on [insert date]/Specify]
(If resolutions regarding issues under the MTN Programme are described in the Base Prospectus and this issue is covered by such a decision, “Not applicable” must be used)
21. **Information from third parties:** [Information presented in these Final Terms originating from third parties has been reproduced accurately and, as far as the Company is aware and can ascertain from information published by that third party, no facts have been omitted that would render the reproduced information inaccurate or misleading]/ [Not applicable]
22. **Issuing Agent:**
- (i) for tranche [•]: [[Skandinaviska Enskilda Banken AB (publ)], [Danske Bank A/S, Danmark, Sverige Filial] [•]]
- [(ii) for tranche [•] (indicate previous tranches):]
23. **Administrative Agent:** [[Skandinaviska Enskilda Banken AB (publ)], [Danske Bank A/S, Danmark, Sverige Filial] [•]]
24. **ISIN:** SE[•]

The Company confirms that the above Final Terms are applicable to the Loan, together with the General Terms and Conditions, and undertakes, in accordance therewith, to repay the Loan and to pay interest in accordance herewith.

The Company further confirms that any material event after the date of the Base Prospectus that could affect the market's assessment of the Loan and the Company to this MTN have been publicly disclosed.

Stockholm [*date for signing the Final Terms*]

ELECTROLUX PROFESSIONAL AB (PUBL)

BUSINESS DESCRIPTION

Electrolux Professional is a global provider of food service, beverage and laundry solutions for professional use in terms of sales, serving a wide range of customers globally, from restaurants and hotels to healthcare, educational and other service facilities. To meet the market needs, the Group uses a portfolio of 19 distinct business brands, targeting different customers and stakeholders in different geographies. The Group's solutions and products are manufactured in 13 facilities located in eight countries around the world and sold in approximately 110 countries. The Company had 3,978 employees as of December 31, 2023 and its headquarters are located in Stockholm, Sweden.

Professional Food, Beverage and Laundry equipment

Electrolux Professional Group offers a full set of solutions within food service, beverage and laundry equipment, with products and services that address the needs of a diverse customer base. The Company focuses on solutions where there is a need for high-performing, reliable equipment, with significant aftermarket requirements over the equipment lifecycle and where customers are focused on productivity and total cost of ownership. The Company strives to maintain, develop and enhance its customer relationships through collaboration, commitment to innovation and sustainability for the benefit of its customers. By developing new and improved products and services, the Group adds value to the customers and profitable growth to the Group. The ambition is to address the customers' increased requirements for multi-functional products, with low running costs, and reduced energy and water consumption and to prioritize appliance digitalization.

Electrolux Professional Group has a local presence across relevant global markets, enabling a flexible and efficient set-up from both a manufacturing and commercial standpoint. Electrolux Professional operates with an agile supply chain and lean manufacturing cost footprint, which enables the Company to operate efficiently throughout business cycles. Electrolux Professional's products are sold either through distributors and dealers or directly to customers, depending on specific regional dynamics. The recent years development of a digital customer platform further enhances the online sales, and further customer interactions.

In order to provide a complete solution package, the Company has established a large global service partners organization that provides customers with advanced customer care service solutions such as services and spare parts, accessories, service, and consumables. Essentia, the new service offering, addresses fast growing demand for maintenance with various subscription models and service agreement offers, to support the customer throughout the life of the product.

The Group's master brand; Electrolux Professional, can provide a complete offering within food, beverage and laundry – the OnE approach – that can cover all customers' needs under one global brand. The Company believes that it has a competitive advantage in its broad portfolio of products and aftermarket services under one global master brand, complemented with the Group's 18 business brands, and in its extensive geographical reach, both when it comes to customer relations and service network. Electrolux Professional Group seeks to maintain an ongoing relationship with customers throughout the equipment lifecycle, creating a potential for equipment repurchases and additional services.

Electrolux Professional has two segments – Food & Beverage (F&B) and Laundry. F&B provides a wide range of equipment for professional food service and beverage solutions. Laundry provides a wide array of equipment for professional laundry operations. In addition to their product offerings, each segment provides aftermarket services and solution.

History of the Group

Electrolux Professional dates back to more than 100 years when companies such as Wascator, Zanussi and Cecilware were formed, subsequently acquired by Electrolux. The professional products business in the Electrolux Group dates back to 1962 when Elektro Helios was acquired, a company that also operated in the professional food service industry. The professional food business in Electrolux expanded to professional laundry when Wascator was acquired in 1973. Zanussi was acquired in 1984 followed by the acquisition of Dito Sama in 1987. In 1999 an operational headquarter for the professional business area was established in Pordenone, Italy.

Below some of the major acquisitions and milestones in recent times:

2015	Shanghai Veetsan, Professional dishwashers in China.
2017	Grindmaster Cecilware, American hot, cold, and frozen beverage dispensing equipment.
2018	SPM Drink Systems, Italian manufacturer of frozen beverage solutions.
2018	Schneidereit, Laundry rental solutions for professional customers in Germany and Austria.
2019	UNIC, a French manufacturer of automatic and traditional espresso coffee machines.
2020	A significant milestone for the company as it underwent a spin-off from Electrolux AB and listed on Nasdaq Stockholm. The headquarter relocated to Stockholm.
2021	Unified Brands, a leading US-based manufacturer of foodservice equipment.
2023	Tosei, a leading Japanese manufacturer of professional laundry equipment and vacuum packing machines.

THE COMPANY

General corporate information

The Company's legal and commercial name is Electrolux Professional AB (publ), and its Swedish Corporate ID No. is 556003-0354 and its legal entity identifier LEI code is 254900KI62Q46ZWD8084. The registered office of the Board is located in Stockholm, Sweden. The registered postal address of the Company is Franzéngatan 6, SE-112 51, Stockholm, Sweden. The Company's phone number is +46 (0)8 410 564 50. The Company's website is <https://www.electroluxprofessional.com> (the information on the Company's website does not form part of this Base Prospectus unless such information is incorporated by reference into this Base Prospectus).

The Company was incorporated in Sweden on June 6, 1898 and registered with the Swedish Companies Registration Office (*Bolagsverket*) on August 8, 1898. The Company is a public limited liability company (*publikt aktiebolag*) regulated by the Swedish Companies Act (*aktiebolagslagen (2005:551)*).

According to section 3 in the Articles of Association, the object of the Company's business is to carry on manufacturing and sales of machinery and accessories, mainly intended for washing, food and beverage preparation, and other business activities compatible therewith.

Share information and ownership structure

Under its current Articles of Association, the Company's share capital shall not be less than SEK 20,000,000, and not more than SEK 80,000,000, divided into not fewer than 200,000,000 and not more than 800,000,000 shares. The Company has two classes of shares: Class A and Class B shares and there are 8,031,461 Class A shares and 279,365,989 Class B-shares issued.

The below table shows the Company's major shareholders.

Owner	Number of shares of	Number of shares of Class B	Shares, %	Votes, %	Verified
Investor	6,420,771	52,520,883	20.51%	32.45%	2023-12-27
Swedbank Robur Fonder		30,172,403	10.50%	8.39%	2023-12-31
Alecta Tjänstepension	453,900	20,025,098	7.13%	6.83%	2023-12-27
Handelsbanken Fonder		19,484,922	6.78%	5.42%	2023-12-31
Second Swedish National Pension Fund		12,149,652	4.23%	3.38%	2023-12-31
First Swedish National Pension Fund		12,000,000	4.18%	3.34%	2023-12-27
Nordea Funds		9,939,593	3.46%	2.76%	2023-12-31
AMF Pension & Fonder	1,000,000	7,609,567	3.00%	4.90%	2023-12-31
Vanguard		8,154,699	2.84%	2.27%	2023-11-31
ODIN Fonder		7,000,000	2.44%	1.95%	2023-12-31
Investering & Trygghed A/S		6,327,685	2.20%	1.76%	2023-12-31
Didner & Gerge Fonder		5,827,301	2.03%	1.62%	2023-12-31
Norges Bank		5,560,875	1.93%	1.55%	2023-12-31
C WorldWide Asset Management		5,400,000	1.88%	1.50%	2023-12-31
BlackRock		3,930,365	1.37%	1.09%	2023-12-31
Fifteen largest shareholders	7,874,671	206,103,043	74.48%	79.21%	
Other shareholders	156,790	73,262,946	25.52%	20.79%	
Total	8,031,461	279,365,989	100.0	100.0	

Source: Monitor by Modular Finance AB. Compiled and processed data from various sources, including Euroclear, Morningstar and the Swedish Financial Supervisory Authority.

As far as the Company is aware, it is not directly or indirectly owned or controlled by any shareholder other than those set out in the table above. Further, to the Company's knowledge, there are no shareholders' agreement or other agreements between shareholders in the Company intended to exercise joint control of the Company. Nor is the Company aware of any agreements which may result in a change to the control of the Company.

Legal group structure

The Company is the ultimate parent company of the Group, which comprises 42 legal entities in approximately 33 countries. The table below shows the Group Companies. Electrolux Professional does not hold shares in any associated companies.

Subsidiary	Country	Shares and voting rights, %
Electrolux Professional Australia Pty LTD	Australia	100%
Electrolux Professional Austria GmbH	Austria	100%
Electrolux Professional Belgium B.V	Belgium	100%
Electrolux Professional do Brazil	Brazil	100%
Electrolux (Shanghai) Professional Appliances Co. Ltd.	China	100%
Electrolux Professional d.o.o	Croatia	100%
Electrolux Professional Czech Republic s.r.o.	Czech Republic	100%
Electrolux Professional A/S	Denmark	100%
Electrolux Professional Oy	Finland	100%
Electrolux Professional SAS	France	100%
Electrolux Professional GmbH	Germany	100%
Electrolux Professional Hellas SA	Greece	100%
Electrolux Professional Hungary Kft	Hungary	100%
Electrolux Professional India Private Limited	India	100%
Electrolux Professional S.p.A.	Italy	100%
S.P.M. Drink Systems S.p.A.	Italy	100%
Electrolux Professional Japan Limited	Japan	100%
Electrolux Professional Korea Co., Ltd.	Korea	100%
Electrolux Professional Sdn Bhd	Malaysia	100%
Electrolux Professional B.V.	Netherlands	100%
Electrolux Professional New Zealand Limited	New Zealand	100%
Electrolux Professional AS	Norway	100%
Electrolux Professional Poland Sp. z.o.o.	Poland	100%
Electrolux Professional Singapore Pte. Ltd.	Singapore	100%
Electrolux Professional s.r.o.	Slovakia	100%
Electrolux Professional S.A.	Spain	100%
Electrolux Professional Sweden AB	Sweden	100%
Electrolux Professional Holding AB	Sweden	100%
Electrolux Professional AG	Switzerland	100%
Crathco Ltd	Thailand	100%
Electrolux Professional (Thailand) Co. Ltd.	Thailand	100%
Electrolux Professional Durable Consumer Goods Industry and Trade Joint Stock Company	Turkey	100%
Electrolux Professional Middle East DMCC	United Arab Emirates	100%
Electrolux Professional Ltd.	United Kingdom	100%
Electrolux Professional US Holdings Inc.	USA	100%
Electrolux Professional Laundry Systems France SNC	France	100%
Exefem	France	100%
Schneidereit GmbH	Germany	100%
UNIC Japan KK	Japan	100%
GCS Mexico SA de CV	Mexico	100%
Unified Brands	USA	100%
TOSEI Corporation	Japan	100%

Dependency on subsidiaries

A substantial part of the Group's assets and revenues relate to the Company's direct and indirect subsidiaries. Accordingly, the Company is therefore dependent upon receipt of income dividend related to the operation of and ownership in its direct and indirect subsidiaries.

Board of Directors

The Board of Directors of the Company consists of nine members elected by the Annual General Meeting, with no deputies. Under Swedish law, trade union organizations are entitled to representation on the Board and have in addition appointed two Board members with one deputy.

Kai Wörn

Born 1959. Chairman of the Board of Directors and Board member since 2019.

Principal education: M.Sc. in Mechanical Engineering, KTH Royal Institute of Technology, Stockholm, Sweden.

Other on-going principal assignments: Board member of Sandvik AB, Mälärhamnar AB, SunStreet Energy AB, Exandio Holding AB and Comparsio AB.

Katharine Clark

Born 1979. Board member since 2020.

Principal education: B.Sc. (Hons) Business Information Systems Management, Bournemouth University, United Kingdom. Professional Diploma in Marketing, Chartered Institute of Marketing, United Kingdom.

Other on-going principal assignments: VP BD, Innovation and Sustainability at Gunnebo, Previously VP Commercial Development/ CCO, ASSA ABLOY Opening Solutions EMEA.

Lorna Donatone

Born 1957. Board member since 2019.

Principal education: MBA, Texas Christian University, USA. B.Sc. Tulane University, USA.

Other on-going principal assignments: Board member of Dawn Food Products Inc., Sbarro, LLC and National Restaurant Association Educational Foundation, USA.

Josef Matosevic

Born 1971. Board member since 2023.

Principal education: B.Sc. in Mechanical Engineering from Bayerische Julius-Maximilian's Universität in Würzburg, Germany.

Other on-going principal assignments: -

Hans Ola Meyer

Born 1955. Board member since 2019.

Principal education: B.Sc. in Economics and Business Administration, Stockholm School of Economics, Sweden.

Other on-going principal assignments: -

Daniel Nodhäll

Born 1978. Board member since 2019.

Principal education: M.Sc. in Economics and Business Administration, Stockholm School of Economics, Sweden.

Other on-going principal assignments: Board member of Husqvarna AB.

Martine Snels

Born 1969. Board member since 2019.

Principal education: M.Sc. Agriculture, industrial engineering, Katholieke Universiteit Leuven campus Geel, Belgium. Studies in mathematics, Universiteit Antwerpen, Belgium. Advanced Finance, London Business School, England. Finance for non-financials, Singapore Institute of Management. B2B Marketing, Vlerick Business School, Belgium.

Other on-going principal assignments: Independent Non-Executive Director of Resilux and of the Vion Food Group. CEO and owner of L'Advance B.V..

Carsten Voigtländer

Born 1963. Board member since 2019.

Principal education: Degree in Mechanical Engineering, Technical University of Braunschweig, Germany. Doctoral Degree/Dr.-Ing., Process Engineering, Technical University of Braunschweig, Germany. Advanced Management Programme, INSEAD.

Other on-going principal assignments: Board member of Arbonia AG and BBC Group AG. Non-Executive Director of INNIO Group, OIKOS International and STULZ GmbH. Member of the Foundation Board of Friedhelm Loh Stiftung. Member of the Supervisory Board of Testo Management SE.

Joachim Nord

Born 1966. Board member, employee representative (PTK) since 2019.

Other on-going principal assignments: -

Jens Pierard

Born 1968. Board member, employee representative (LO) since 2023.

Other on-going principal assignments: -

Per Magnusson

Born 1964. Deputy board member, employee representative (LO) since 2023.

Other on-going principal assignments: -

Group Management Team

The Group Management Team of the Company consists of twelve executives. The table below sets forth the name and current position of each member of the Group Management Team.

Alberto Zanata

Born 1960. President & CEO since 2009.

Principal education: University Master's degree in Electronic Engineering with Business Administration, Padua University, Italy.

Jacob Broberg

Born 1964. Chief Communication & Investor Relations Officer since 2019.

Principal education: B.A., Political Science and Economics, Lund University, Sweden.

Carlo Mario Caroni

Born 1968. COO since 2014.

Principal education: Master university degree in Mechanical Engineering in Economics and Management, Politecnico di Torino, Italy.

Richard Flynn

Born 1980. President Business Area Food APAC & MEA since 2022.

Principal education: Business management, University of Gloucestershire, England.

Dave Herring

Born 1964. President Business Area Food Americas since 2022.

Principal education: MBA, University of Southern New Hampshire, USA. B.Sc in Mechanical Engineering, University of Iowa, USA.

Pia Hovland

Born 1965. CHRO since 2020.

Principal education: Bachelor's degree in Computer Science.

Camilla Monefeldt-Kirstein

Born 1972. President Business Area Food Europe since 2023.

Principal education: Master's degree in Industrial Economics, Norwegian University of Science and Technology. Master's degree in Operational Research, London School of Economics and Political Science.

Guilhem Senegas

Born 1975. CIO and Head of Digital Transformation since 2020.

Principal education: Master's degree in engineering from CentraleSupélec, Paris and MBA from Le Collège des Ingénieurs, Paris.

Paolo Schira

Born 1975. President Business Area Laundry since 2022.

Principal education: Master's Degree, Engineering, University of Trieste, Italy.

Carolina Tendorf

Born 1968. General Counsel since 2022.

Principal education: Master of Law, University of Stockholm.

Fabio Zarpellon

Born 1967. CFO since 2009.

Principal education: Degree, Business Administration, Ca' Foscari University of Venice, Italy.

Philippe Zavattiero

Born 1961. President Business Area Beverage and Food Preparation since 2021.

Principal education: Master's Degree of Engineer, National Institute Polytechnique of Grenoble, France. Master's degree ESSEC Business School Paris, France.

Other information regarding the Board of Directors and Group Management Team***Business address***

The address for all Board members and members of the Group Management Team is c/o Electrolux Professional AB, SE-112 51 Stockholm, Sweden.

Conflicts of interest

No Board member or member of the Group Management Team has any personal interests that could conflict with the interests of the Company. Certain members of the Board of Directors members and members of the Group Management Team have a financial interest in the Group as a consequence of being shareholders in the Company.

Auditors

Deloitte AB (Rehngatan 11, SE-113 79 Stockholm, Sweden) is the Company's auditor since June 1, 2018, and was re-elected at the Annual General Meeting held on April 26, 2023, for the period until the end of the Annual General Meeting 2024. Jonas Ståhlberg, born 1975, is the auditor in charge. Jonas Ståhlberg is an Authorized Public Accountant and member of FAR, the professional institute for accountants in Sweden.

LEGAL AND SUPPLEMENTARY INFORMATION

Approval by the Swedish Financial Supervisory Authority

The Base Prospectus has been approved by the Swedish Financial Supervisory Authority (*Finansinspektionen*) (the “SFSA”) pursuant to Article 20 of Regulation (EU) 2017/1129 of the European Parliament and of 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 SFSA only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Regulation (EU) 2017/1129. The SFSA’s approval should not be considered as an endorsement of the Company 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.

Authorizations and responsibility

The Company has obtained all necessary resolutions, authorizations and approvals required in conjunction with the establishment of the Programme. The decision to establish the Programme was authorized by a resolution of the Board of Directors of the Company on February 21, 2024.

The Company 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 Company is, to the extent provided by law, 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.

Material agreements

Other than as described below, neither the Company nor any other Group Company has concluded any material agreements not entered into in the ordinary course of its business which could result in a member of the Group being under an obligation or entitlement that is material to the Company’s ability to meet its obligations to Noteholders in respect of the Notes.

On December 22, 2023 Electrolux Professional entered into a bridge facility, provided by SEB and Danske Bank. The purpose of the bridge facility is to finance the acquisition of Tosei Corporation. The bridge facility is intended to be refinanced during 2024 with long term debt.

Governmental, legal and arbitration proceedings

The Group has not been party to any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened which the Company is aware of) during the previous twelve (12) months from the date of this Base Prospectus which may have, or have had in the recent past, significant effects on the Company’s and/or the Group’s financial position or profitability.

Certain material interests

The Dealers (and closely related companies) have provided, and may in the future provide, certain investment banking and/or commercial banking and other services to the Company and the Group for which they have received, or will receive, remuneration. In particular, it should be noted that SEB and Danske Bank are lenders under a bridge credit facility with the Group as borrower. Accordingly, conflicts of interest may exist or may arise as a result of the Dealers having previously engaged, or in the future engaging, in transactions with other parties, having multiple roles or carrying out other transactions for third parties.

Trend information

There has been no material adverse change in the prospects of the Company since 31 December 2022, being the date of the last published audited annual financial statements of the Company.

There has been no significant change in the financial performance of the Company since 31 December 2023, being the end of the last financial period for which financial information has been published to the date of this Base Prospectus.

Significant changes since 31 December 2022

There have been no significant changes in the financial or trading position of the Group since December 31, 2022, being the end of the last financial period for which audited financial information of the Company was presented.

Incorporation by reference

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

Annual Report for 2021

<https://www.electroluxprofessional.com/corporate/wp-content/uploads/2022/03/Electrolux-Professional-Annual-Report-2021.pdf>

- *Consolidated statement on total comprehensive income* on page 99;
- *Consolidated balance sheet* on page 100;
- *Change in consolidated equity* on page 101;
- *Consolidated cash flow statement* on page 102;
- *Notes* on pages 107-152; and
- *Auditor's report* on pages 153-155.

Annual Report for 2022

<https://www.electroluxprofessional.com/corporate/wp-content/uploads/2019/11/wkr0006-252.pdf>

- *Consolidated statement on total comprehensive income* on page 96;
- *Consolidated balance sheet* on page 97;
- *Change in consolidated equity* on page 98;
- *Consolidated cash flow statement* on page 99;
- *Notes* on pages 104-141; and
- *Auditor's report* on pages 142-144.

Year-end report 2023

<https://www.electroluxprofessional.com/corporate/wp-content/uploads/2019/11/wkr0006-295.pdf>

- *Consolidated statement on total comprehensive income* on page 11;
- *Consolidated balance sheet* on page 12;
- *Change in consolidated equity* on page 13;
- *Consolidated cash flow statement* on page 14; and
- *Notes* on pages 18-20.

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

This Base Prospectus contains the Company's historical financial statements for the financial years ended December, 31 2021 and 2022, respectively, which have been prepared in accordance with the International Financial Reporting Standards (IFRS) as adopted by the European Union and in accordance with the Swedish Annual Accounts Act. The Company's annual reports for 2021 and 2022 have been audited by the Company's auditor. The Company's year-end report for 2023 have been prepared in accordance with IAS 34 – Interim Financial Reporting and have not been reviewed by the Company's auditor. Unless otherwise stated, no information in this Base Prospectus has been audited or reviewed by the Company's auditor.

Documents on display

The Company's Certificate of Registration and Articles of Association are electronically available at the Company's website <https://www.electroluxprofessional.com> (the information on the Company's website does not form part of this Base Prospectus unless such information is incorporated by reference into this Base Prospectus).

ADDRESSES

The Company**Electrolux Professional AB (publ)**

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Telephone: +46 (0)8 410 564 50
www.electroluxprofessional.com

The Arranger**Skandinaviska Enskilda Banken AB (publ)**

SE-111 47 Stockholm, Sweden
Telephone: +46 (0)8 506 232 09
www.seb.se

The Dealers**Danske Bank A/S Danmark, Sverige Filial**

Norrmalmstorg 1
SE-103 92 Stockholm, Sweden
Telephone: +46 (0)8 568 805 77
www.danskebank.se

Skandinaviska Enskilda Banken AB (publ)

SE-111 47 Stockholm, Sweden
Telephone: +46 (0)8 506 232 09
www.seb.se

Legal Adviser to the Company**Mannheimer Swartling Advokatbyrå**

P.O. Box 1711
SE-111 87 Stockholm, Sweden
www.mannheimerswartling.se

Account Operator**Euroclear Sweden AB**

P.O. Box 191
SE-101 23 Stockholm, Sweden
www.euroclear.com/sweden



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