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General Terms and Conditions  
for Borgo AB (publ):s Medium Term Note  
and Covered Bond Programme

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## APPENDICES

Appendix 1	Form of Final Terms
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# GENERAL TERMS AND CONDITIONS FOR BORGO AB (PUBL)

## MEDIUM TERM NOTES AND COVERED BONDS

The general terms and conditions the (“**Terms and Conditions**”) shall apply to any and all loans that Borgo AB (publ) (Reg. No. 559153-2303) (the “**Issuer**”) raises on the Swedish or Norwegian capital market under an agreement with the Dealers (as defined below) in respect of a Swedish medium term notes and covered bonds programme (the “**Programme**”) by issuing (i) Medium Term Notes (as defined below) and/or (ii) Covered Bonds (as defined below) (Sw. *säkerställda obligationer*) in SEK or NOK up to a maximum aggregate amount equivalent of SEK 50,000,000,000 (the “**Framework Amount**”), each with varying terms and tenor, however not less than one year. The maximum Total Nominal Amount (as defined below) of all Loans (as defined below) outstanding under the Programme from time to time may not exceed the Framework Amount, unless otherwise agreed in accordance with these Terms and Conditions.

For each Loan, final terms are prepared in accordance with Appendix 1 (*Form of Final Terms*) that include supplementary terms and conditions (the “**Final Terms**”) which together with these Terms and Conditions constitute the complete terms and conditions for the relevant Loan (the “**Loan Terms**”). Final Terms for Notes that are offered to the public will be published on the Issuer’s website ([www.borghypotek.se](http://www.borghypotek.se)) and made available at the office of the Issuer for as long as any Notes are outstanding. The Issuer will keep the Terms and Conditions and the Final Terms for such Notes available on its website.

## 1 Definitions

1.1 In addition to the definitions set forth above, the following terms shall have the meaning given below.

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

“**Adjusted Loan Amount**” means, with respect to a specific Loan, the Loan Amount less the amount of all Notes owned by the Issuer, another Group Company or any Affiliate of the Issuer, whether the Issuer, that Group Comp any or any such Affiliate is directly registered as owner of such Notes or not.

“**Administrative Agent**” means (i) if a Loan has been raised through two or more Issuing Dealers, the Issuing Dealer designated by the Issuer to be responsible for certain administrative tasks regarding the Loan in accordance with the Final Terms; and (ii) if a Loan has been raised through only one issuing Dealer, the issuing Dealer.

“**Affiliate**” means, in relation to any person a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

“**Arranger**” means Nordea Bank Abp or any Dealer replacing it as Arranger.

“**Base Rate**” means in regards to Loans with Floating Interest Rate, the base rate STIBOR or NIBOR as described in the Final Terms or any reference rate replacing STIBOR or NIBOR in accordance with section 14 (*Replacement of Base Rate*).

“**Business Day**” means:

- (a) in respect of Euroclear Notes, a day other than a Sunday or other public holiday in Sweden on which commercial banks are open for general business in Stockholm. Saturdays, Midsummer’s Eve (Sw. *midsommarafton*), Christmas Eve (Sw. *julafton*) and New Year’s Eve (Sw. *nyårsafton*), shall for the purpose of this definition be deemed to be public holidays in Sweden; and
- (b) in respect of VPS Notes, a day other than a Saturday, Sunday or other public holiday in Norway on which banks are open for general business in Oslo and Stockholm and in relation to payments of Notes, also a day on which the Norwegian Central Bank’s (No. *Norges Bank*) and the VPS’s settlement system are operating.

“**Code on Parents and Children**” means the Swedish Code on Parents and Children (Sw. *föräldrabalken* (1949:381)).

“**Companies Act**” means the Swedish Companies Act (Sw. *aktiebolagslagen* (2005:551)).

“**Cover Pool**” means for each Loan the relevant cover pool (Sw. *säkerhetsmassa*) securing the Loan as specified in the Final Terms for such Loan.

“**Covered Bond**” means a unilateral promissory note (Sw. *skuldförbindelse*) which is registered in accordance with the Swedish Financial Instruments Accounts Act and coupled with rights of priority in accordance with the Covered Bond Act and the Rights of Priority Act (Sw. *säkerställd obligation*), and which is governed by and issued under these Terms and Conditions.

“**Covered Bond Act**” means the Swedish covered bonds issuance act (Sw. *lag* (2003:1223) *om utgivning av säkerställda obligationer*) as amended.

“**Covered Bond Directive**” means Directive 2019/2162/EU on the issue of covered bonds and covered bond public supervision and amending Directives 2009/65/EC and 2014/59/EU.

“**CSD**” means the central securities depository and registrar in which the Notes are registered as stated in the Final Terms and is (i) Euroclear Sweden in respect of Euroclear Notes and (ii) VPS in respect of VPS Notes.

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

“**Day Count Convention**” means, when calculating an amount for a certain reference period, the stated basis of calculation and which:

- (a) if the calculation method “30/360” is specified as applicable, means that the amount is to be calculated based on a year with 360 days consisting of twelve months each consisting of 30 days and in the case of a fraction of a month using the actual number of days of the month that have passed; and
- (b) if the calculation method “actual/360” is specified as applicable, means that the amount is to be calculated on the actual number of days elapsed in the relevant period divided by 360.

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

“**Debt Register**” means the register, held by (i) Euroclear Sweden in respect of Euroclear Notes and (ii) VPS in respect of VPS Notes, of Noteholders in relation to a Loan.

“**Euroclear Notes**” means Notes denominated in SEK.

“**Euroclear Sweden**” means Euroclear Sweden AB (Reg. No. 555112-8074).

“**Event of Default**” means an event or circumstance specified in Clause 11.1.

“**Extended Maturity Date**” has the meaning set out in Clause 8.2 (*Extended Maturity in respect of Covered Bonds*) and as further specified in the Final Terms.

“**Financial Year**” means the annual accounting period of the Group.

“**Fixed Interest Rate**” has the meaning set out in Clause 6 (*Interest*) and as further specified in the Final Terms.

“**Floating Interest Rate**” has the meaning set out in Clause 6 (*Interest*) and as further specified in the Final Terms.

“**Green Finance Framework**” means the Issuer’s green finance framework as at the time of issuance of the relevant Loan and as further specified in the Final Terms.

“**Group**” means the Issuer and its Subsidiaries from time to time.

“**Group Company**” means a company which is a part of the Group.

“**Holding Company**” means, in relation to a person, any other person in respect of which it is a Subsidiary.

“**Interest Commencement Date**” means, in accordance with the Final Terms, the date from which interest shall begin to accrue.

“**Interest Determination Date**” means the date specified in the Final Terms.

“**Interest Payment Date**” has the meaning set out in the Final Terms.

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

“**Interest Rate**” means the rate of interest applicable to a Loan, as specified in the Final Terms.

“**IPA**” and means Nordea Bank Abp, filial i Norge (Reg. No. 920058817) or such other issuing and paying agent as is appointed by the Issuer.

“**Issue Date**” means the date specified in the Final Terms.

“**Issuing Dealer**” means, in accordance with the Final Terms, that or those Dealers through which a particular Loan has been raised under this Programme.

“**Limitations Act**” means the Swedish Limitations Act (*Sw. preskriptionslag (1981:130)*).

“**Loan**” means each loan, comprising of one or more Notes with the same ISIN, raised by the issuer under this Programme.

“**Loan Amount**” means the aggregate Nominal Amount of Notes with regards to a particular Loan.

“**Margin**” has the meaning specified in the Final Terms.

“**Market Debt**” means bonds, notes or other debt securities (however defined), which are or can be quoted, listed, traded or otherwise admitted to listing on a Regulated Market, a multilateral trading facility or an organised trading facility (each as defined in Directive 2014/65/EU on markets in financial instruments).

“**Maturity Date**” means the date specified in the Final Terms.

“**Material Group Company**” means the Issuer or a Subsidiary of the Issuer representing more than ten (10) per cent. of either (i) total assets of the Group on a consolidated basis (for the avoidance of doubt, excluding any intra-group transactions) or (ii) the net profit of the Group according to the latest consolidated financial report of the Group.

“**Medium Term Note**” means a unilateral promissory note (*Sw. skuldförbindelse*) which is not a Covered Bond and which is registered in accordance with the Swedish Financial Instruments Accounts Act, and which is governed by and issued under these Terms and Conditions.

“**NIBOR**” means the interest rate for a period comparable to the relevant Interest Period (a) based on quotes from the NIBOR panel banks for unsecured money market lending in NOK to another bank which is administered by Norske Finansielle Referenser A S (NoRe) and calculated and published by Global Rate Set Systems Ltd. (or any successor to it), at approximately 12:00 (Oslo time) on the Interest Determination Date, or if such quotation does not exist at the mentioned time (b) equivalent to (i) the arithmetic mean of the quoted interest rates (rounded upwards to four decimal places) for deposits of NOK 100,000,000 for the period in question on the Norwegian interbank market as supplied by leading banks in the Norwegian interbank market reasonably selected by the Administrative Agent; or (ii) if only one or no such quotation is given, the Administrative Agent’s assessment of the interest rate offered by Norwegian commercial banks for lending of NOK 100,000,000 for the period in question on the Norwegian interbank market.

“**Nominal Amount**” means the principal amount of each Note that is stated in the relevant Final Terms, less any amount repaid, cancelled or written down in accordance with the Loan Terms or applicable legislation.

“**Norwegian Act on Credit Contracts**” means the Norwegian Act on Credit Contracts (No. lov av 25. juni 1999 nr. 46 om finansavtaler og finansoppdrag).

“**Norwegian CSD Act**” means the Norwegian Act on Securities Settlement and Centralised Securities Depositories Act (No. lov av 15. March 2019 nr. 6 om verdipapirsentraler og verdipapiroppjør).

“**Note**” means a debt instrument for the Nominal Amount, of the type set forth in the Swedish Financial Instruments Accounts Act in respect of Euroclear Notes, or the Norwegian CSD Act in respect of VPS Notes, which represents a part of a Loan, which is governed by these Terms and Conditions and which is either a (i) Medium Term Note or (ii) a Covered Bond.

“**Noteholder**” means the person who is registered on a Securities Account as direct registered owner (Sw. *ägare*) or nominee (Sw. *förvaltare*) with respect to a Note.

“**Noteholders’ Meeting**” means a meeting among the Noteholders, in respect of a Loan held in accordance with Clause 12 (*Noteholders’ meeting*).

“**NOK**” means Norwegian kroner, the lawful currency of Norway.

“**Record Date**” means:

- (a) in relation to Euroclear Notes, the fifth Business Day (or another Business Day which is market practice on the Swedish bond market), prior to (i) the payment date for interest or principal in accordance with the Loan Terms, (ii) a date on which payments is to be made to Noteholders, (iii) the date of a Noteholders’ Meeting, (iv) a date on which a notice is sent or (v) another relevant date; and

- (b) in relation to VPS Notes, (A) the third Business Day (or another Business Day which is market practice on the Norwegian bond market), prior to (i) the payment date for principal in accordance with the Loan Terms, (ii) a date on which payments (other than interest payments) is to be made to Noteholders, (iii) the date of a Noteholders' Meeting, (iv) a date on which a notice is sent or (v) another relevant date; and (B) the fourteenth Business Day (or another Business Day which is market practice on the Norwegian bond market), prior to the payment date for interest in accordance with the Loan Terms.

**“Regulated Market”** means a regulated market as defined in Directive 2014/65/ EU on markets in financial instruments (or any replacing or supplementing legal act) and stated in the Final Terms as applicable to a Loan.

**“Rights of Priority Act”** means the Swedish rights of priority act (Sw. *förmånrättslag* (1970:979)).

**“Securities Account”** means the account maintained by the relevant CSD in which (i) an owner of such security is directly registered or (ii) an owner's holding of securities is registered in the name of a nominee, in accordance with applicable law of the relevant country.

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

**“SEK”** means Swedish kronor, the lawful currency of Sweden.

**“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 Swedish commercial 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) or (b) is available, the interest rate which, according to the reasonable assessment of the Administrative Agent, best reflects the interest rate for deposits in SEK offered in the Stockholm interbank market for the relevant Interest Period.

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

“**Swedish Financial Instruments Accounts Act**” means the Swedish Financial Instruments Accounts Act (Sw. lag (1998:1479) om värdepappercentraler och kontoföring av finansiella instrument).

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

“**VPS**” means Verdipapirscentralen ASA (Reg. No. 985 140 42 1).

“**VPS Notes**” means Notes denominated in NOK.

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

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

1.3 When ascertaining whether a limit or threshold expressed in SEK has been reached or exceeded, an amount in another currency shall be counted on the basis of the rate of exchange on the previous Business Day which is published on Reuters site “SEKFIX=” (or through other such system or on another site which replaces the aforementioned system or site) or, if no such rate is published, the rate of exchange for such currency against SEK for the mentioned date, as published by the Swedish Central Bank (Sw. Riksbanken) on its website (www.riksbank.se).

1.4 The definitions set out in these Terms and Conditions shall apply to the Final Terms.

1.5 Unless a contrary indication appears, any reference in these Terms and Conditions to any word importing the singular shall include the plural and vice versa.

## 2 Status of the Notes

The applicable Final Terms will indicate whether the Notes are Medium Term Notes or Covered Bonds.

## **2.1 Status of the Covered Bonds and Cover Pool**

- 2.1.1 This Clause 2.1 is applicable to Loans constituted by Notes specified in the applicable Final Terms as being Covered Bonds. The Covered Bonds constitute direct, unconditional and unsubordinated obligations of the Issuer and rank *pari passu* without any preference among themselves. The Covered Bonds rank *pari passu* with all other obligations of the Issuer that have been provided the same priority in the Cover Pool.
- 2.1.2 For each Loan, the relevant Final Terms will specify which Cover Pool secures the Loan.

## **2.2 Status of the Medium Term Notes**

This Clause 2.2 is applicable to Loans constituted by Notes specified in the applicable Final Terms as being Medium Term Notes. The Medium Term Notes constitute direct, unsecured, unconditional and unsubordinated obligations of the Issuer and rank *pari passu* without any preference among themselves, and at least *pari passu* with all other direct, unsecured, unconditional and unsubordinated obligations of the Issuer, except obligations which are preferred by mandatory regulation.

## **3 Issue of Notes**

- 3.1 Under this Programme the Issuer may issue Notes, denominated in SEK or in NOK, with a maturity of at least one (1) year. Under a Loan, Notes 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 Issue Date, Loan Amount, price per Note and Issuing Dealer.
- 3.2 By subscribing for Notes each initial Noteholder approves that its Notes shall be governed by the Loan Terms. By acquiring Notes each new Noteholder confirms such approval.
- 3.3 The Issuer undertakes to make payments in respect of issued Notes in accordance with the Loan Terms and to comply with the Loan Terms for the Notes.
- 3.4 If the Issuer wishes to issue Notes under this Programme the Issuer shall enter into a separate agreement for this purpose with one or more Dealers which shall be the Issuing Dealers for such Loan. Final Terms shall be prepared in relation to each particular Loan, which together with these Terms and Conditions shall constitute the full Loan Terms.

## **4 Registration of Notes**

- 4.1 Notes shall be registered on a Securities Account on behalf of Noteholders and, accordingly, no physical Note will be issued. Registration requests relating to Notes shall be directed to an Account Operator.

- 4.2 Those who according to assignment, pledge, the provisions of the Code on Parents and Children, conditions of will or deed of gift or otherwise have acquired a right to receive payment in respect of a Note shall procure for registration of their right to receive payment.
- 4.3 The Administrative Agent shall, at all times, be entitled to obtain information from the relevant CSD regarding the contents of the Debt Register for purposes of carrying out their duties in accordance with these Terms and Conditions and if the relevant CSD permits, for other purposes, and shall not disclose such information to the Issuer, any Noteholder or third party unless necessary for such purposes. The Administrative Agent shall not be responsible for the content of such excerpt or in any other way be responsible for verifying who is a Noteholder.
- 4.4 The Issuer shall, if necessary for the Administrative Agent to be able to obtain information in accordance with Clause 4.3, issue a power of attorney for individuals employed by the Administrative Agent (as specified by the Administrative Agent) in order for these individuals to independently obtain information from the Debt Register. The Issuer may not revoke such power of attorney except if the Administrative Agent so instructs the Issuer, or gives its approval to the Issuer.
- 4.5 In order to comply with the conditions for a Loan, the Issuer and the Administrative Agent, may, each acting as a data controller, collect and process personal data. The processing is based on the Issuer's or the Administrative Agent's necessity to fulfil its respective obligations under these Terms and Conditions (and to the extent no such strict necessity exists, on the basis of the Issuer's or the Administrative Agent's legitimate interests). Unless otherwise required or permitted by law, the personal data will not be kept longer than necessary given the purpose of the processing. To the extent permitted under the conditions for a Loan, personal data may be shared with third parties, such as Euroclear Sweden, which will process the personal data further as a separate data controller. Data subjects generally have right to know what personal data the Issuer and the Administrative Agent processes about them and may re-quest the same in writing at the Issuer's or the Administrative Agent's registered address. In addition, data subjects have the right to request that personal data is rectified and have the right to receive personal data provided by themselves in machine-readable format. Information about the Issuer's and the Administrative Agent's respective personal data processing can be found on their respective websites.

## **5 Payments**

- 5.1 Payment in respect of Notes denominated in SEK shall be made in SEK and payment in respect of Notes denominated in NOK shall be made in NOK.
- 5.2 Repayment of principal and payment of interest shall be made to the person who is registered as a Noteholder on the Record Date for the respective payment date or to such person who is registered with the relevant CSD on the Record Date as being entitled to receive such payment.

- 5.3 The Issuer has appointed the IPA to facilitate payments of interest and repayment or principal amounts for VPS Notes. The Issuer undertakes to, for as long as any VPS Notes registered with VPS are outstanding, procure that payments of interest and repayment of principal amounts for such VPS Notes may be made by the IPA in accordance with the conditions for the VPS Note, the rules and regulations of VPS and relevant agreements between the Issuer and the IPA.
- 5.4 For as long as VPS Notes are outstanding with VPS, the IPA shall ensure that payments of interest and principal in relation to VPS Notes may be made by the IPA, these Terms and Conditions and the regulations applicable to the IPA from time to time in relation to record keeping, clearing and settlement.
- 5.5 If a Noteholder has registered, through an Account Operator, that principal or interest shall be deposited into a certain bank account, such deposit shall be effected by the relevant CSD on the relevant payment date.
- 5.6 Should the relevant CSD, due to a delay on behalf of the Issuer or due to any other obstacle (other than the obstacle set out in Clause 5.7), not be able to effect payments as aforesaid, the Issuer shall ensure that such payments are made to the persons who are registered as Noteholders on the relevant Record Date as soon as possible after such obstacle has been removed. In the case of such postponement, interest shall accrue in accordance with Clause 7.1.
- 5.7 If the Issuer is unable to carry out, its obligations to pay through the IPA or a CSD due to obstacles for the IPA or the relevant CSD, the Issuer shall have a right to postpone the obligation to pay until the obstacle has been removed. In the case of such postponement, interest shall accrue in accordance with Clause 7.1.
- 5.8 If payment is made in accordance with this Clause 5.8, the Issuer and the relevant CSD shall be deemed to have fulfilled their payment obligations, irrespective of whether such payment was made to a person not entitled to receive such a mount. However, this shall not apply if the Issuer or the CSD were aware that payment was made to a person not entitled to receive the payment.
- 5.9 The Issuer is not liable to gross-up any payments under Notes by virtue of any withholding tax or otherwise imposed pursuant to any regulations or agreements thereunder, or any official interpretations thereof, or any law implementing an intergovernmental approach thereto, public levy or the similar.

## 6 Interest

- 6.1 Interest on a particular Loan is calculated in accordance with the Final Terms.
- 6.2 The basis for interest calculation shall be stated in the Final Terms according to one of the following alternatives:
- (a) **Fixed Interest Rate**

If a Loan denominated in SEK is specified as a Loan with Fixed Interest Rate the Loan will bear interest at the Interest Rate from, but excluding, the Interest Commencement Date up to and including the Maturity Date (or if applicable, the Extended Maturity Date).

If a Loan denominated in NOK is specified as a Loan with Fixed Interest Rate the Loan will bear interest at the Interest Rate from and including the Interest Commencement Date up to, but excluding, the Maturity Date (or if applicable, the Extended Maturity Date).

Unless otherwise specified in the relevant Final Terms, interest accrued during each Interest Period is paid in arrears on the relevant Interest Payment Date and shall be calculated using the Day Count Convention 30/360.

**(b) Floating Interest Rate (FRN)**

If a Loan denominated in SEK is specified as a Loan with Floating Interest Rate the Loan will bear interest at the Interest Rate from, but excluding, the Interest Commencement Date up to and including the Maturity Date (or if applicable, the Extended 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 14 (*Replacement of Base Rate*).

If a Loan denominated in NOK is specified as a Loan with Floating Interest Rate the Loan will bear interest at the Interest Rate from and including the Interest Commencement Date up to, but excluding, the Maturity Date (of if applicable, the Extended 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 14 (*Replacement of Base Rate*).

If the Interest Rate cannot be determined on the Interest Determination Date due to such obstacle as referred to in Clause 18.1 interest shall continue to accrue on the Loan at the interest rate applicable to the preceding Interest Period. As soon as the obstacle has been removed, the Administrative Agent (for Euroclear Notes) and the IPA (for VPS Notes) shall calculate a new Interest Rate which shall be effective from the second Business Day following the day of the calculation until the expiration of the current Interest Period.

Unless otherwise specified in the relevant Final Terms, interest accrued during each Interest Period will be payable in arrears on the relevant Interest Payment Date and shall be calculated using the Day Count Convention Actual/360, or by using such other method of calculation as is applied for the relevant Base Rate.

For the avoidance of any doubt, if the Base Rate plus the Margin for the relevant period is below zero (o), the Floating Rate shall be deemed to be zero (o).

- 6.3 If the Interest Payment Date for a Loan bearing a fixed Interest Rate is not a Business Day then interest will be paid on the next Business Day. Interest is calculated and accrued only up to and including the Interest Payment Date for Euroclear Notes and up to, but excluding, the Interest Payment Date for VPS Notes.
- 6.4 If the Interest Payment Date for a Loan bearing Floating Interest Rate is not a Business Day, then the next Business Day shall be considered the Interest Payment Date provided that such Business Day does not occur in a new calendar month, in which case the Interest Payment Date shall be the previous Business Day. Interest is calculated and accrued up to and including the Interest Payment Date for Euroclear Notes and up to, but excluding, the Interest Payment Date for VPS Notes.

## **7 Penalty interest**

- 7.1 In the event of any delay in payment relating to principal and/or interest (except, for the avoidance of doubt, in relation to an Extended Maturity Date), penalty 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 Notes denominated in SEK and one week NIBOR for Notes denominated in NOK for the duration of the delay, plus two (2) percentage points in each case. STIBOR and NIBOR shall for this purpose be determined on the first Business Day in each calendar week for the duration of the period of default. Penalty interest, in accordance with this Clause 7.1, shall never be paid at a lower interest rate than the interest rate applicable to the relevant Loan on its relevant due date with the addition of two (2) percentage points. Penalty interest shall not be capitalised.
- 7.2 If the delay is due to an obstacle of the kind set out in Clause 18.1 on the part of the Issuing Dealer, the IPA or any relevant CSD, no penalty interest shall apply, in which case the interest rate which applied to the relevant Loan on the relevant due date shall apply instead.

## **8 Redemption and Repurchase**

### **8.1 Redemption at maturity**

Each Note shall be redeemed on its Maturity Date (or if applicable, the Extended 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 (or if applicable, the Extended Maturity Date) is not a Business Day, redemption shall occur on first following Business Day.

## **8.2 Extended Maturity in respect of Covered Bonds**

- 8.2.1 This Clause 8.2 is applicable only to Loans constituted by Notes specified in the applicable Final Terms as being Covered Bonds and references to “Notes” and “Loans” shall be construed accordingly, and the same applies to any reference to “Noteholder” which shall be construed a holder of Covered Bonds.
- 8.2.2 An Extended Maturity Date may be specified as applicable to a Loan in the Final Terms and may, in such cases, extend the Maturity Date to the Extended Maturity Date, in each case subject to (i) such extension being permitted by the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) as a result of it being deemed likely that the extension will prevent insolvency (Sw. *obestånd (insolvens)*) of the Issuer or otherwise as a result of a trigger of the maturity event(s) stipulated in the Covered Bond Act or any other legislation that implements Article 17.1 (a) of the Covered Bond Directive and (ii) the Final Terms specifies the date being the Extended Maturity Date.
- 8.2.3 If the Maturity Date is extended to the Extended Maturity Date in accordance with Clause 8.2.2 above, the Issuer shall no later than thirty (30) calendar days prior to the specified Maturity date give written notice to the Administrative Agent (and instruct the Administrative Agent to notify Euroclear Sweden) and the Noteholders (in accordance with Clause 17 (*Notices*)) of its intention to so extend the maturity of the Notes (however, failure to make such notifications shall not constitute an Event of Default or acceleration of payment for any purpose or give any Noteholder any right to receive any payment of interest, principal or otherwise on the relevant Loan other than as expressly set out in the Loan Terms).
- 8.2.4 Any extension of the maturity of the Notes under this Clause 8.2 shall be irrevocable. Where this Clause 8.2.2 applies, any extension of the maturity of the Notes under this Clause 8.2.2 shall not for any purpose or give any Noteholder any right to receive any payment of interest, principal or otherwise on the relevant Notes other than as expressly set out in the Loan Terms.
- 8.2.5 If the maturity of the Notes is extended up to the Extended Maturity Date in accordance with this Clause 8.2.2, subject to as otherwise provided in the applicable Final Terms, for so long as any of the Notes remains outstanding, the Issuer shall not issue any further Notes, unless the proceeds from the issuance of such further Notes are used for redeeming in whole or in part the relevant Notes the maturity of which has been extended in accordance with this Clause 8.2.2.

## **8.3 Purchase of Notes by the Issuer and other Group Companies**

The Issuer and any other Group Company may repurchase Notes at any time and at any price in the open market or otherwise provided that this is in compliance with applicable law. Notes owned by the Issuer may be retained, resold or cancelled at the Issuer’s discretion.

## 9 Information to Noteholders

- 9.1 The Issuer will make the following information available to the Noteholders by way of press release and publication on the website of the Issuer:
- (a) as soon as the same become available, but in any event within six months after the end of each Financial Year, its audited consolidated financial statements for that Financial Year;
  - (b) the Terms and Conditions and the Final Terms for all outstanding Loans admitted to trading on a Regulated Market;
  - (c) as soon as practicable upon becoming aware of an acquisition or disposal of any Note by a Group Company, information regarding the aggregate Nominal Amount held by Group Companies, and the amount of any Notes cancelled by the Issuer; and
  - (d) any other information required by the Swedish Securities Markets Act (Sw. *lag* (2007:582) *om värdepappersmarknaden*) or the Norwegian Securities Trading Act (*No. lov av 19. juni 2007 nr. 75 om verdipapirhandel*), as applicable, and in any event the rules and regulations of the Regulated Market on which any Notes are admitted to trading.
- 9.2 The Issuer will make and keep these Terms and Conditions, and the applicable Final Terms for any outstanding Loan admitted to trading on a Regulated Market, available on its website.

## 10 Undertakings

### 10.1 Status of Medium Term Notes

- 10.1.1 The Issuer shall ensure that at all times its payment obligations pursuant to Notes specified in the applicable Final Terms as being Medium Term Notes rank in accordance with Clause 2.2 (*Status of the Medium Term Notes*).

### 10.2 Negative pledge regarding Market Debt

Other than in respect of Covered Bonds issued under the Loan Terms, the Issuer shall not, and shall procure that no Group Company will, maintain, provide, prolong or renew any Security (excluding, for the avoidance of doubt, any guarantees provided by the Issuer in respect of Market Debt incurred by another Group Company, which shall always be permitted) over any of its assets (present or future) in respect of any Market Debt incurred by the Issuer and/or any other Group Company. This Clause 10.2 shall not apply in respect of any covered bonds initially issued by and transferred from Ålandsbanken Abp (Reg. No. 0145019-3) to the Issuer.

### 10.3 Nature of business

The Issuer shall procure that no substantial change is made to the general nature of the business carried on by the Group taken as a whole from that carried on at the first Issue Date.

### 10.4 Admission to trading

The Issuer undertakes to apply for admission to trading on the relevant Regulated Market for Loans, which according to the Final Terms shall be admitted to trading on a Regulated Market and to take any reasonable measures that may be required to maintain the admission as long as the relevant Loan is outstanding, however, no longer than what is possible pursuant to applicable laws and regulations.

### 10.5 Green Finance Framework

The Issuer shall by no later than on the first Issue Date of a Green Medium Term Note under these Terms and Conditions maintain a Green Finance Framework, which shall thereafter, for as long as any Green Medium Term Notes remain outstanding, be published on the Issuer's webpage. The Issuer may elect to issue Notes, the proceeds from which, if so provided in the Final Terms, shall be applied in accordance with the Green Finance Framework.

## 11 Events of Default and Acceleration of Medium Term Notes

11.1 This Clause 11 is applicable only to Loans constituted by Notes specified in the applicable Final Terms as being Medium Term Notes and references to "Notes" and "Loans" shall be construed accordingly, and the same applies to any reference to "Noteholder" which shall be construed a holder of Medium Term Notes. No Event of Default shall under any circumstance be applicable in respect of any Loans constituted by Notes specified in the applicable Final Terms as being Covered Bonds.

11.2 The Administrative Agent shall (i) if requested in writing by a Noteholder (or Noteholders) who at the time of the request represent at least one-tenth of the Adjusted Loan Amount under the relevant Loan (such request may only be made by Noteholders who are registered in the Debt Register on the next Business Day after the day the request was received by the Administrative Agent and must, if made by several Noteholders who alone represent less than ten (10) per cent of the Adjusted Loan Amount, be done together) or (ii) if so decided on a Noteholders' Meeting by the Noteholders under the relevant Loan, by written notice to the Issuer declare the relevant Loan due and payable together with any accrued but unpaid interest (if any), immediately or at such later date as the Administrative Agent or the Noteholders' Meeting (if applicable) determines, if:

(a) **Non-payment**

The Issuer does not pay on the due date any amount payable by it in respect of a Loan, unless the non-payment:

- (i) is caused by technical or administrative error; and
- (ii) is remedied within three (3) Business Days from the due date.

(b) **Other obligations**

The Issuer does not comply with any term or condition of the Loan Terms applicable to a Loan (other than in respect of paragraph (a) above), unless the non-compliance:

- (i) is capable of remedy; and
- (ii) is remedied within fifteen (15) Business Days of the Administrative Agent giving written request of remedy to the Issuer.

Notwithstanding the above, any failure to comply with the undertaking set out in Clause 10.5 (*Green Finance Framework*), the terms of the Green Finance Framework itself and/or in respect of the paragraph titled "*Green Medium Term Notes*" in the Final Terms shall not constitute an Event of Default under any circumstance.

(c) **Cross-acceleration**

Any loan or Market Debt of any Group Company is:

- (i) not paid when due nor within 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); or
- (ii) any commitment for any loan or Market Debt of any Group Company is cancelled or suspended by a creditor as a result of an event of default (however described),

provided that no Event of Default will occur if the aggregate amount of the loan or Market Debt, or commitment for the same referred to herein, is less than SEK 50,000,000 (or its equivalent in any other currency) and provided that it does not apply to any indebtedness owed to a Group Company.

(d) **Creditor's process**

Any attachment, sequestration, distress or execution, or any analogous process in any jurisdiction, affects any asset of any Group Company having an aggregate value equal to or exceeding SEK 50,000,000 (or its equivalent in any other currency) and is not discharged within forty-five (45) days or any Security over any asset of any Material Group Company is enforced.

(e) **Insolvency**

Any Material Group Company, is, or is deemed for the purposes of any applicable regulation to be, insolvent, or a moratorium is declared in respect of the loan or Market Debt of any Material Group Company.

(f) **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 forty-five (45) days of commencement is taken in relation to:

- (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) of any Material Group Company, other than a solvent liquidation or reorganisation of any Material Group Company other than the Issuer;
- (ii) a composition, compromise, assignment or arrangement with creditors of the Issuer or any other Material Group Company generally, other than the Noteholders;
- (iii) the appointment of a liquidator (other than in respect of a solvent liquidation of a Material Group Company other than the Issuer), administrator or other similar officer in respect of the Issuer or any other Material Group Company or any of its assets; or

any step analogous to paragraphs (i)-(iii) above is taken in any jurisdiction in relation to the Issuer or any other Material Group Company.

(g) **Merger**

The Issuer or another Material Group Company enters into any amalgamation, merger, demerger or consolidation with a company outside of the Group and such action has a material adverse effect on the Issuer's ability to fulfil its payment obligations under the relevant Loan(s). Any amalgamation, merger, demerger or consolidation with the effect that the Issuer is not the surviving entity shall not be permitted.

11.3 The Administrative Agent may not declare the relevant Loan due and payable pursuant to Clause 11.2 above by reference to an Event of Default if it has been resolved on a Noteholder's Meeting that such Event of Default shall (whether it be temporary or permanently) not result in an acceleration of the relevant Loan(s).

11.4 The Issuer shall promptly notify the Issuing Dealers and the Noteholders in accordance with Clause 17 (*Notices*) upon the occurrence of an Event of Default. Should the Issuing Dealers not have received such notification, the Issuing Dealers are entitled to assume that no such event has occurred. Neither the Administrative Agent nor the Issuing Dealers have any obligation to monitor or verify whether any circumstance or event which may constitute an Event of Default is at hand.

## 12 **Noteholders' meeting**

12.1 The Administrative Agent is entitled to, and shall at the request of the Issuer, any other Issuing Dealer or Noteholders who at the time of the request represent at least one-tenth of the Adjusted Loan Amount under the relevant Loan (such request may only be

made by Noteholders who are registered in the Debt Register on the next Business Day after the day the request was received by the Administrative Agent and must, if made by several Noteholders who alone represent less than ten (10) per cent of the Adjusted Loan Amount, be done together), convene a Noteholders' Meeting for the Noteholders under the relevant Loan.

- 12.2 The Administrative Agent shall convene a Noteholders' Meeting by sending notice in accordance with Clause 17 (*Notices*) to each Noteholder and the Issuer, within five (5) Business Days from the date when a complete request was received in accordance with Clause 12.1 (or such later date as necessary for technical or administrative reasons). The Administrative Agent shall also, without delay, inform each Issuing Dealer and the IPA in writing about such notice.
- 12.3 The Administrative Agent may refrain from convening a Noteholders' Meeting if (i) the proposed resolution 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 resolution is not compatible with applicable law.
- 12.4 The notice sent by the Administrative Agent in accordance with Clause 12.2 shall contain (i) the time and place of the meeting; (ii) an agenda listing the matters to be addressed at the meeting (including a detailed summary of each proposed decision); (iii) the day on which a person must be Noteholder in order to exercise Noteholders' rights at the Noteholders' Meeting and (iv) a proxy form. A decision may not be made at the meeting in respect of any matter that is not listed in the notice. The notice shall, if Noteholders are required to announce their intention to participate in the Noteholders' Meeting, contain information of such requirement.
- 12.5 The Noteholders' Meeting shall not be held earlier than 15 Business Days and no later than 30 Business Days after the notice. Noteholders' Meetings for several Loans under the Programme may be held on the same occasion.
- 12.6 The Administrative Agent may, without deviating from the provisions in these Terms and Conditions and as it deems appropriate, stipulate further provisions regarding the convening and holding of the Noteholders' Meeting. Such provisions may include provisions enabling Noteholders to vote without attending the meeting in person.
- 12.7 Only a person who is or has been issued a power of attorney in accordance with Clause 13 (*Right to act on behalf of a Noteholder*) by someone who is a Noteholder on the Record Date for the Noteholders' Meeting may exercise voting rights at such Noteholders' Meeting, provided that the relevant Note is covered by the Adjusted Loan Amount. The Administrative Agent has the right to attend and shall make sure that an extract from the Debt Register at the Record Date for the Noteholders' Meeting is available at, the Noteholders' Meeting.
- 12.8 The Noteholders and the Administrative Agent, and their respective counsel or representatives, are entitled to attend a Noteholders' Meeting. The Noteholders' Meeting may resolve that other persons may attend. Representatives shall submit a

power of attorney to be approved by the chairman of the Noteholders' Meeting. The Noteholders' Meeting shall commence with the appointment of a chairman, recording clerk and attestor(s). The chairman shall prepare a list of Noteholders that are present with the right to vote at the meeting, with information on the proportion of the Adjusted Loan amount that is held by each respective Noteholder (the "**Voting Register**"). The Voting Register shall thereafter be approved by the Noteholders' Meeting. When applying these provisions Noteholders who have cast their vote via electronic voting, ballot paper or equivalent shall be deemed present at the Noteholders' Meeting. Only those who, on the Record Date of the Noteholders' Meeting, were Noteholders, or representatives for such Noteholders, and who are covered by the Adjusted Loan Amount, are entitled to vote and shall be included in the Voting Register. The Issuer shall be granted access to relevant voting calculations and the basis for these. The minutes shall be completed as soon as possible and be made available to Noteholders, the Issuer and the Administrative Agent.

- 12.9 Decisions on the following matters require the approval of Noteholders representing at least ninety (90) per cent of the part of the Adjusted Loan Amount for which Noteholders vote under the relevant Loan at the Noteholders' Meeting:
- (a) changing of the Maturity Date (but not the Extended Maturity Date), reduction of the Nominal Amount, changing of terms relating to interest or the amount that is to be repaid (other than in accordance with the Loan Terms, including what follows from the application of section 14 (*Replacement of Base Rate*)) and changing of the relevant Currency for the Loan;
  - (b) mending the provisions for the Noteholders' Meeting in this Clause 12;
  - (c) mandatory exchange of Notes into another security;
  - (d) substitution of debtor; and
  - (e) changing the status and/or ranking of the Notes.
- 12.10 Matters which are not covered by Clause 12.9 requires the approval of Noteholders representing more than fifty (50) per cent of the portion of the Adjusted Loan Amount for which Noteholders vote under the relevant Loan at the Noteholders' Meeting. This includes, but is not limited to, amendments and waivers of rights with relation to the Loan Terms which do not require a greater majority (other than change) in accordance with Clause 15 (*Amendment of Loan Terms, Framework Amount etc.*)
- 12.11 Quorum at a Noteholders' Meeting requires the presence of Noteholders, in person or via telephone (or by a representative with a power of attorney), representing at least fifty (50) per cent of the Adjusted Loan Amount for matters listed in Clause 12.9 and for any other matter twenty (20) per cent of the Adjusted Loan Amount.
- 12.12 If the Noteholders' Meeting has not met the necessary quorum requirements, the Administrative Agent shall convene a new Noteholders' Meeting (in accordance with Clause 12.2) provided that the relevant proposal has not been withdrawn by the initiator

of the Noteholders' Meeting. The quorum requirement in Clause 12.11 is not applicable for such new Noteholders' Meeting.

- 12.13 If the Noteholders' Meeting has met the quorum requirement for certain, but not all, matters which are to be resolved on in the meeting, decisions shall be made on those matters for which a quorum is present, and any other matter is to be referred to a new Noteholders' Meeting.
- 12.14 A decision at a Noteholders' Meeting which extends new obligations to or limits the rights of the Issuer, the Administrative Agent, the Dealers or the Issuing Dealer under the Terms and Conditions requires the approval of the relevant party.
- 12.15 Noteholder which holds more than one Note does not need to vote for all or vote in the same way for all Notes held.
- 12.16 The Issuer may not, directly or indirectly, pay or contribute to the payment of any compensation to any Noteholder for its approval under the Loan Terms unless such compensation is offered to all Noteholders at the relevant Noteholders' Meeting.
- 12.17 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 that did not vote in favour of a decision shall not be held liable for any damage that the decision may cause another Noteholder.
- 12.18 The Issuer shall reimburse the Administrative Agent for costs incurred by it in connection with the Noteholders' Meeting including reasonable compensation for the Administrative Agent.
- 12.19 The Issuer shall, without delay, at the request of the Administrative Agent, provide the Administrative Agent with a certificate which states the Nominal Amount for each Note which is owned by Group Companies on the relevant Record Date before a Noteholders' Meeting, regardless if such Group Company is directly registered as owner of such Notes. The Administrative Agent shall not be held responsible for the contents of such certificate or otherwise be responsible for determining if a Note is owned by a Group Company.
- 12.20 Noteholders under the relevant Loan shall, without delay, be notified of decisions made at a Noteholders' Meeting in accordance with Clause 17 (*Notices*). The Administrative Agent shall, on the request of a Noteholder or a Dealer, provide them with the minutes from the relevant Noteholders' meeting. Failure to notify the Noteholders as stated above in this Clause 12.20 does not affect the validity of the decision.

### **13 Right to act on behalf of a Noteholder**

- 13.1 If any person other than a Noteholder wishes to exercise the Noteholder's rights under the Loan Terms or vote at a Noteholders' Meeting, that person must present the

Administrative Agent with a power of attorney or other proof of authorisation from the Noteholder or a successive, coherent chain of powers of attorney or proofs of authorisation starting with the Noteholder.

- 13.2 A Noteholder may issue one or several powers of attorney to third parties to represent it in relation to some, or all, of the Notes held by the Noteholder. Any such representative may act independently and may further delegate its right to represent the Noteholder.

## 14 Replacement of Base Rate

- 14.1 If a Base Rate Event as described in Clause 14.2 below has occurred, the Issuer shall, in consultation with the 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 operative amendments to the Loan Terms 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 Issuer shall, at the Issuer's expense, as soon as possible appoint an Independent Adviser to initiate the procedure to, as soon as reasonably possible, determine upon the mentioned. Provided that the Successor Base Rate, the Adjustment Spread and other amendments have been finally decided no later than prior to the relevant Interest Determination Date in relation to the next succeeding Interest Period, they shall become effective with effect from and including the commencement of the next succeeding Interest Period, always subject to any technical limitations of the relevant CSD and any calculations methods applicable to such Successor Base Rate.

- 14.2 A base rate event is an event where one or more of the following events occur ("**Base Rate Event**") 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 Issuer or the Administrative Agent to calculate any payments due to be made to any Noteholder using the applicable Base Rate (for the relevant Interest Period of the relevant Loan) or it has otherwise become prohibited to use the applicable Base Rate (for the relevant Interest Period of the relevant Loan);
- (e) a public statement or publication of information in each case by the bankruptcy trustee of the Base Rate Administrator or by the trustee under the bank recovery and resolution framework (Sw. *krishanteringsregelverket*), or in respect of NIBOR, from the equivalent entity with insolvency or resolution powers over the Base Rate Administrator, containing the information referred to in (b) above; or
- (f) a Base Rate Event Announcement has been made and the announced Base Rate Event as set out in (b) to (e) above will occur within six (6) months.

14.3 Upon a Base Rate Event Announcement, the Issuer may (but is not obligated to), if it is possible at such time to determine the Successor Base Rate, Adjustment Spread and other amendments, in consultation with the Arranger or through the appointment of an Independent Adviser, initiate the procedure as described in Clause 14.1 above to finally decide the Successor Base Rate, the Adjustment Spread and other amendments, in order to change to the Successor Base Rate at an earlier time.

14.4 If a Base Rate Event set out in any of the paragraphs (a) to (e) of the Base Rate Event definition has occurred but no Successor Base Rate and Adjustment Spread have been finally decided at the latest prior to the relevant Interest Determination Date or if such Successor Base Rate and Adjustment Spread have been finally decided but due to technical limitations of the relevant CSD, cannot be applied in relation to the relevant Interest Determination Date, the interest applicable to the next succeeding Interest Period shall be:

- (a) if the previous Base Rate is available, determined pursuant to the terms that would apply to the determination of the Base Rate as if no Base Rate Event had occurred; or
- (b) if the previous Base Rate is no longer available or cannot be used in accordance with applicable law or regulation, equal to the interest determined for the immediately preceding Interest Period.

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

14.5 Prior to the Successor Base Rate, Adjustment Spread and any other amendments becoming effective, the Issuer shall promptly, following the final decision by the Issuer

in consultation with the Arranger or the Independent Adviser of any Successor Base Rate, Adjustment Spread and any other amendments, give notice thereof to the Noteholders, the Administrative Agent and the relevant CSD in accordance with section 17 (*Notices*). The notice shall also include information about the effective date of the amendments. If the Medium Term Notes or Covered Bonds (as applicable) are admitted to trading on a Regulated Market, the Issuer shall also give notice of the amendments to the relevant stock exchange.

14.6 The Arranger, the Independent Adviser and the Administrative Agent that carries out measures in accordance with this section 14 shall not be liable whatsoever for any damage or loss caused by any determination, action taken or omitted by it in conjunction with the determination and final decision of the Successor Base Rate, Adjustment Spread and any amendments thereto to the Loan Terms, 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.

14.7 In this section 14 the following definitions have the meaning described below:

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

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

”**Base Rate Administrator**” means Swedish Financial Benchmark Facility AB (SFBF) in relation to STIBOR and Norske Finansielle Referanser AS (NoRe) in relation to NIBOR 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 paragraph 14.2 (b) to 14.2 (e) that any event or circumstance specified therein will occur.

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

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

”**Successor Base Rate**” means:

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

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

## **15 Amendment of Loan Terms, Framework Amount etc.**

- 15.1 The Issuer and the Issuing Dealer(s) are entitled to agree upon:
  - (a) adjustment of clear and obvious errors in the Loan Terms; and
  - (b) changes and amendments to the Loan Terms as required by law, court order or official decision.
- 15.2 The Issuer and the Dealers may agree to increase or decrease the Framework Amount.
- 15.3 The Issuer and the Arranger or the Independent Adviser may, without the approval of the Noteholders, agree on and execute amendments to the Loan Terms in accordance with what is described in section 14 (*Replacement of Base Rate*) and such amendments will be binding on those covered by the Loan Terms.
- 15.4 Appointment of a new Dealer may be made through an agreement between the Issuer, the relevant dealer and the Dealers. A Dealer may retire as a Dealer, however, the Administrative Agent under a particular Loan may only retire as such if a new Administrative Agent is simultaneously appointed in its place.
- 15.5 The Issuer may, if resolved upon at a Noteholders' Meeting in accordance with Clause 12 (*Noteholders' meeting*), make amendments to the Loan Terms in instances other than those set out in Clause 15.1 to Clause 15.4.
- 15.6 A decision made on a Noteholders' Meeting to amend or waive any Loan Term may include only the substance of the amendment and need not contain the specific form of the amendment.
- 15.7 A decision regarding an amendment to the Loan Terms shall also contain a decision regarding when the amendment shall enter into force and if relevant, any conditions for the amendment to enter into force. No decision shall enter into force before it has been duly registered with the CSD and published on the Issuer's website.

- 15.8 Information regarding a decision to amend or waive any terms and conditions of a Loan in accordance with this Clause<sup>13</sup>, shall be submitted to the Noteholders in accordance with Clause 17 (*Notices*). The decision shall also be published on the Issuer's website.

## 16 Time barring of claims

- 16.1 The right to receive repayment of principal shall be subject to time bar and become void ten years from the Maturity Date (or if applicable, the relevant Extended Maturity Date). The right to receive payment of interest shall be subject to time bar and become void three years from the relevant Interest Payment Date. The Issuer is entitled to any funds set aside for payments in respect of claims which have become void due to time bar.
- 16.2 If a period of limitation is duly interrupted (*Sw. preskriptionsavbrott*) in accordance with the Limitations Act, a new limitation period of ten years with respect to the right to receive repayment of the principal, and of three years with respect to the right 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 Limitations Act.

## 17 Notices

- 17.1 Any notice or other communication to be made under or in connection with the Loan Terms:
- (a) if to the Administrative Agent, the Issuing Dealer or the Dealers (except for Nordea Bank Abp) shall be given at the address registered with the Swedish Companies Registration Office (*Sw. Bolagsverket*) on the Business Day prior to dispatch or, if sent by email by the Issuer, to the email address notified by the recipient to the Issuer from time to time;
  - (b) if to Nordea Bank Abp, notice shall be given to the address registered in the Swedish Companies Registration Office for Nordea Bank Abp, filial in Sverige, to the attention of Debt Capital Markets, on the Business Day prior to dispatch or, if sent by email by the Issuer, to the email address notified by the recipient to the Issuer from time to time;
  - (c) if to the Issuer, shall be given at the address registered with the Swedish Companies Registration Office on the Business Day prior to dispatch or, if sent by email by the Administrative Agent, to the email address notified by the Issuer to the Administrative Agent from time to time; and
  - (d) if to the Noteholders shall be given at their addresses as registered with the relevant CSD, on the Record Date prior to dispatch, and by either courier delivery (if practicably possible) or letter to all Noteholders. A notice to the Noteholders shall also be published on the website of the Issuer and the Administrative Agent.

- 17.2 Any notice or other communication made by one person to another under or in connection with the Loan Terms shall be sent by way of courier, personal delivery or letter, or, if between the Issuer and the Administrative Agent, by email, and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Clause 17.1 in case of letter, three Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 17.1 or, in case of email, when received in readable form by the email recipient. Any notice sent to the Noteholders shall also be disclosed by way of a press release and be made available on the Issuer's website.
- 17.3 Failure to send a notice or other communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders.

## **18 Force majeure and limitation of liability**

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

## **19 Governing law and jurisdiction**

- 19.1 The Loan Terms, any non-contractual obligations arising out of or in connection herewith, shall be governed by and construed in accordance with the laws of Sweden, save for the registration of VPS Notes in VPS which will be governed by, and construed in accordance with, Norwegian law.
- 19.2 Disputes shall be settled in the courts of Sweden. The Stockholm District Court (Sw. *Stockholms tingsrätt*) shall be court of first instance.
-

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

Stockholm, 24 January 2023

BORGO AB (publ)

## Form of Final Terms

### Final Terms

Loan no. [●]

under the Swedish Medium Term Notes and Covered Bonds Programme

of

**Borgo AB (publ) (LEI 54930030QWENGUD8ZR59) (the “Issuer”)**

The Terms and Conditions dated [24 January 2022]/[24 January 2023] of the aforementioned Programme shall apply to this Loan, along with the Final Terms set out below.

The Terms and Conditions for the Programme are set out in the Issuer’s base prospectus dated 24 January 2023, together with any supplementary prospectus published from time to time (the “**Base Prospectus**”). Capitalised terms used below shall have the meaning given to them in the Terms and Conditions, or as otherwise set out in the Base Prospectus.

This document constitutes the Final Terms for the purposes of Regulation (EU) 2017/1129 (along with relevant implementing measures under this Regulation in each Member State and in its current wording, referred to as the “**Prospectus Regulation**”) and must be read in conjunction with the Base Prospectus and any supplement thereto in order to obtain all the relevant information. The Base Prospectus including any supplements thereto and any documents incorporated therein by reference are made available at the Issuer’s website [www.borgohypotek.se](http://www.borgohypotek.se).

[These Final Terms replace the Final Terms dated [●] whereby the Loan Amount is increased from [●] [SEK/NOK] to [SEK/NOK]].

#### General

1. Type of Note: [Medium Term Note]/[Covered Bond]
2. Loan number [●]
  - (i) Tranche name [●]
3. **Aggregate Nominal Amount**
  - (i) for the Loan: [SEK]/[NOK][●]
  - (ii) for tranche [●] [SEK]/[NOK][●]
  - (iii) for previous tranche(es) [SEK]/[NOK][●]

4. **Currency:** [SEK]/[NOK]
5. **Nominal Amount per Note (denomination):** [SEK]/[NOK] [●] (*the SEK or NOK equivalent of minimum EUR 100,000*)
6. **Minimum subscription amount:**
7. **Price per Note:** [●]% of the Nominal Amount [plus accrued interest from and including [●] if applicable]
8. **Number of book-entry Notes:** [●]
9. **Issue Date:** [●]
10. **Interest Commencement Date:** [●]
11. **Maturity Date:** [●]
- Extended Maturity:** [Applicable]/[Not Applicable] (*this only applies in respect of Covered Bonds*)
- Extended Maturity Date:** [Applicable]/[Not Applicable] (*this only applies in respect of Covered Bonds*)
- [insert date]
12. **Amount by which Note is to be repaid at the Maturity Date:** [Nominal Amount]/ [Specify other amount]
13. **Basis for calculation of interest:** [Fixed Interest Rate]  
[Floating Interest Rate (FRN)]
14. **Amount as basis for calculation of interest:** [Nominal Amount]/[●]
15. **Cover Pool:** The Issuer's Swedish cover pool

#### Interest

16. **Fixed Interest Rate:** [Applicable]/[Not Applicable]  
(*if not applicable, delete the remaining subheadings under this heading*)
- (i) **Interest Rate:** [●]% annual interest calculated on [Nominal Amount]/[●]
- (ii) **Interest Period:** [SEK: Period from [●] to and including the [●] (the First Interest Period) and thereafter each period of about [●] months with the final day on an Interest Payment Date.]
- [NOK: Period from and including [●] to the [●] (the First Interest Period) and thereafter each period of about [●] months with the final day on an Interest Payment Date.]

- (iii) Interest Payment Date(s): [Annually]/[Semi-Annually]/[Quarterly] the [●], the first time the [●] and the last time the [●].  
(The above is adjusted in the event of a shortened or extended Interest Period)
- (iv) Day Count Convention: [30/360]/[other]
17. **Floating Interest Rate (FRN)** [Applicable]/[Not Applicable]  
(if not applicable, delete the remaining subheadings under this heading)
- (i) Base Rate: [●] months [STIBOR]/[NIBOR]  
[The interest Basis for the first coupon will be a linear interpolation between [●] months [STIBOR]/[NIBOR] and [●] months [STIBOR]/[NIBOR].]
- (ii) Margin: [+]/[-][●]% annual interest calculated on the [Nominal Amount]/[●]
- (iii) Interest Determination Date: [Two (2)] Business Days prior to each Interest Period, first time [●]
- (iv) Interest Period: [SEK: Period from [●] to and including the [●] (the First Interest Period) and thereafter each period of about [●] months with the final day on an Interest Payment Date.]  
  
[NOK: Period from and including [●] to the [●] (the First Interest Period) and thereafter each period of about [●] months with the final day on an Interest Payment Date.]
- (v) Interest Payment Date(s): The last day of each Interest Period, [●],[●],[●] and [●], the first time on [●] and the last time on [●]
- (vi) Day Count Convention: [Actual/360]/[other]
- Other**
18. **Green Medium Term Notes:** [Applicable]/[Not Applicable] (this applies in respect of the Medium Term Notes)  
[Green Finance Framework dated [●] applies for this Loan].
- (i) Risk factors: [As per the risk factor titled [“Risks related to Green Medium Term Notes”] in the Base Prospectus.] / [Not applicable]
19. **Admitted to trading on a Regulated Market:** [Applicable]/[Not Applicable]

*(If not applicable, delete remaining subheadings under this heading)*

- (i) Regulated Market: [Nasdaq Stockholm]/[Oslo Børs]/[Specify other relevant Regulated Market]
  - (ii) Estimate of total expenses in connection with admission to trading: [●]
  - (iii) Total number of Notes admitted to trading: [●]
  - (iv) Earliest date of admission to trading: [●]
20. **CSD:** [Euroclear Sweden] / [VPS]
21. **Interests:** [Specify]/[Not Applicable]  
*(Natural persons involved in the Issue and which may be relevant to individual Loans, shall be described)*
22. **Following specific risk factors described in the Base Prospectus apply:** [Notes with fixed interest rate]/[Notes with floating interest rate]  
*(Specify relevant interest rate risk for the applicable interest rate pursuant to above)*
23. **Credit rating for Loan (on the Issue Date):** [Specify]/[Not Applicable]
24. **Resolution as basis for the issue:** [Specify]/[Not Applicable]
25. **Third party information:** [Information in these Final Terms that comes from a third party has been accurately reproduced and so far as the Issuer is aware and is able to ascertain from a comparison with other information that has been published by the relevant third party, no facts have been omitted in a way that would render the reproduced information inaccurate or misleading]/[Not Applicable]
26. **Issuing Dealer:**
- (i) for tranche [●] [Nordea Bank Abp]/[Skandinaviska Enskilda Banken AB (publ)]/[Danske Bank A/S, Danmark, Sverige Filial]/[Swedbank AB (publ)]
  - (ii) for previous tranche(es):] [Nordea Bank Abp]/[Skandinaviska Enskilda Banken AB (publ)]/[Danske Bank A/S, Danmark, Sverige Filial]/[Swedbank AB (publ)]

27. **Administrative Agent:** [Nordea Bank Abp]/[Skandinaviska Enskilda Banken AB (publ)]/[Danske Bank A/S, Danmark, Sverige Filial]/[Swedbank AB (publ)]
28. **ISIN:** SE[●]
29. **Use of proceeds:** [General financing of the Issuer's and the Group's business activities] / [To be used in accordance with the Issuer's Green Finance Framework] / [Specify details]
30. **The estimated net amount of the proceeds:** [SEK/NOK] [●] less customary transaction costs and fees.

The Issuer confirms that the above supplementary terms and conditions are applicable to the relevant Loan together with the Terms and Conditions and undertakes accordingly to pay principal and interest. The Issuer also confirms that it has disclosed all material events after the date of this Programme regarding the Base Prospectus that could affect the market's perception of the Issuer.

Stockholm [Date]

**BORGO AB (publ)**

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