



RINGKJØBING LANDBOBANK AKTIESELSKAB
(incorporated with limited liability in Denmark)

€2,000,000,000

Euro Medium Term Note Programme

Under this €2,000,000,000 Euro Medium Term Note Programme (the "**Programme**"), Ringkjøbing Landbobank Aktieselskab (the "**Issuer**" or the "**Bank**") may from time to time issue notes (the "**Notes**") denominated in any currency agreed between the Issuer and the relevant Dealer(s) (as defined below).

Under the Programme, Notes issued by the Bank may be dated and with a ranking as described in Condition 2.1 (*Status of the Preferred Senior Notes*) in "Terms and Conditions of the Notes" ("**Preferred Senior Notes**"), dated and with a ranking as described in Condition 2.2 (*Status of the Non-Preferred Senior Notes*) in "Terms and Conditions of the Notes" ("**Non-Preferred Senior Notes**"), and dated, subordinated and, on issue, constituting Tier 2 Capital (as defined in Condition 2.3 (*Status of the Subordinated Notes*) in "Terms and Conditions of the Notes") ("**Subordinated Notes**").

This Prospectus supersedes any previous prospectus, offering memorandum, programme memorandum, information memorandum or any amendments or supplements thereto.

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed €2,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under "*Overview of the Programme*" and any additional Dealer appointed under the Programme from time to time by the Issuer (each a "**Dealer**" and together the "**Dealers**"), which appointment may be for a specific issue or on an ongoing basis. References in this Prospectus to the "**relevant Dealer**" shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes. Notes may be issued in (a) uncertificated and dematerialised book entry form ("**VP Systems Notes**") cleared through the Danish Securities Centre (Da. "*VP Securities A/S*") ("**VP Notes**" and the "**VP**", respectively) or (b) bearer form ("**Bearer Notes**").

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

This Prospectus has been approved by the United Kingdom Financial Conduct Authority (the "**FCA**") as competent authority under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). The FCA has only approved this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such an approval should not be considered as an endorsement of the Issuer nor as an endorsement of the quality of any Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in such Notes. This Prospectus is valid for a period of twelve months from the date of approval. Applications have been made for such Notes to be admitted during the period of twelve months after the date hereof to listing on the Official List of the FCA and to trading on the Main Market of the London Stock Exchange plc (the "**London Stock Exchange**"). The Main Market of the London Stock Exchange is a regulated market for the purposes of Directive 2014/65/EU, as amended ("**MiFID II**") on markets in financial instruments.

References in this Prospectus to Notes being "**listed**" (and all related references) shall mean that such Notes have been admitted to trading on the Main Market of the London Stock Exchange and have been admitted to the Official List.

Details of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes and the issue price of Notes for each Tranche (as defined under "*Terms and Conditions of the Notes*") of Notes will be set out in a final terms document (the "**Final Terms**").

The Bearer Notes of each Tranche will initially be represented by a temporary global note or a permanent global note which will be deposited on the issue date thereof with the common depository or, as the case

may be, common safekeeper on behalf of Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and/or any other agreed clearing system. The VP Systems Notes of each Tranche will be issued in uncertificated and dematerialised book entry form as more fully described in the "*Form of the Notes*" and "*Terms and Conditions of the Notes*".

The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event a new Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

The Issuer has been rated by Moody's Investors Service Ltd, among others with a Long Term Issuer Rating of A2 and a Long Term Deposit Rating of A1. Where a certain Series of Notes is rated, such rating will be specified in the applicable Final Terms. Please also refer to "*Credit ratings may not reflect all risks*" in the *Risk Factors* section of this Prospectus. For the purposes of the credit ratings included and referred to in this Prospectus, Moody's Investors Service Ltd. is established in the United Kingdom and is registered under the CRA Regulation.

Interest or other amounts payable under the Notes may be calculated by reference to certain benchmarks. Details of the administrators of such benchmarks, including details of whether or not, as at the date of this Prospectus, each such administrator's name appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") ("**ESMA Benchmarks Register**") pursuant to article 36 of Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**") are set out in the section entitled "*Important Notices - Benchmarks Regulation*" on pages v to vi of this Prospectus.

Arranger

Nordea

Dealers

Danske Bank

Landesbank Baden-Württemberg

Nordea

Nykredit Bank

SEB

The date of this Prospectus is 24 June 2020.

This Prospectus comprises a base prospectus for the purposes of Article 8 of the Regulation (EU) 2017/1129 (the "Prospectus Regulation").

The Issuer (the "Responsible Person") accepts responsibility for the information contained in this Base Prospectus and any Final Terms 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.

Subject as provided in the applicable Final Terms, the only persons authorised to use this Prospectus in connection with an offer of Notes are the persons named in the applicable Final Terms as the relevant Dealer or the Managers, as the case may be.

Copies of Final Terms will be available from the registered office of the Issuer and (in the case of Bearer Notes) the specified office set out below of each of the Paying Agents (as defined below) or (in the case of VP Systems Notes) the specified office of VP Issuing Agent (as defined below).

This Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*"). This Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Prospectus.

Save for the Issuer, no party has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers as to the accuracy or completeness of the information contained or incorporated in this Prospectus or any other information provided by the Issuer in connection with the Programme. No Dealer accepts any liability in relation to the information contained or incorporated by reference in this Prospectus or any other information provided by the Issuer in connection with the Programme.

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

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

Neither the delivery of this Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in the Notes of any information coming to their attention.

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

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Notes may be restricted by

law in certain jurisdictions. The Issuer and the Dealers do not represent that this Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Dealers which is intended to permit a public offering of any Notes or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Notes in the United States, the European Economic Area (including France, Belgium and Denmark), the United Kingdom and Japan, see "*Subscription and Sale*".

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

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

If the Final Terms in respect of any Notes includes a legend entitled "Prohibition of Sales to EEA and UK Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA") or United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2016/97/EU ("IDD"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.

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

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

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

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

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

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) acting named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

BENCHMARKS REGULATION

Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rates may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**"). If any such reference rate does constitute such a benchmark, the Final Terms will indicate whether or not the benchmark is provided by an administrator included in the registrar of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (*Register of administrators and benchmarks*) of the Benchmark Regulation. Transitional provisions in the Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the Final Terms. The registration status of any administrator under the Benchmarks Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Final Terms to reflect any change in the registration status of the administrator.

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OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the relevant Final Terms.

This Overview constitutes a general description of the Programme for the purposes of Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129.

Words and expressions defined in "*Form of the Notes*" and "*Terms and Conditions of the Notes*" shall have the same meanings in this Overview.

Issuer:	Ringkjøbing Landbobank Aktieselskab
Risk Factors:	There are certain factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme. These are set out under " <i>Risk Factors</i> " below and include credit risk arising primarily from direct lending activities, interest rate risk arising from changes in interest rates, share risk arising from investment of assets in shares, foreign-exchange risk arising from changes in exchange rates, liquidity risk arising from cash fund availability, property risk arising from a decline in the value of the Issuer's portfolio of domicile and investment properties, operational risk such as inadequate or failed internal processes and other risks such as maintaining minimum capital requirements. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme. These are set out under " <i>Risk Factors</i> " and include certain risks relating to the structure of particular Series of Notes and certain market risks.
Description:	Euro Medium Term Note Programme
Arranger:	Nordea Bank Abp
Dealers:	Danske Bank A/S Landesbank Baden-Württemberg Nordea Bank Abp Nykredit Bank A/S Skandinaviska Enskilda Banken AB (publ) and any other Dealers appointed in accordance with the Programme Agreement.
Certain Restrictions:	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see " <i>Subscription and Sale</i> ") including the following restrictions applicable at the date of this Prospectus.

Notes having a maturity of less than one year

Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see "*Subscription*

and Sale".

**Issuing and Principal
Paying Agent (Bearer
Notes):**

BNP Paribas Securities Services, Luxembourg Branch

Programme Size:

Up to €2,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.

Distribution:

Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.

Currencies:

Notes may be denominated in euro, Sterling, U.S. dollars, yen and subject to any applicable legal or regulatory restrictions, any other currency agreed between the Issuer and the relevant Dealer.

Redenomination:

The applicable Final Terms may provide that certain Notes may be redenominated in euro. The relevant provisions applicable to any such redenomination are contained in Condition 4 (*Redenomination*).

Maturities:

The Notes will have such maturities as may be agreed between the Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency.

Issue Price:

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

Form of Notes:

The Notes may be issued in bearer or, in the case of VP Systems Notes, in uncertificated and dematerialised book entry form, as more fully described in "*Form of the Notes*".

Fixed Rate Notes:

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

Floating Rate Notes:

1. Floating Rate Notes will bear interest at a rate determined:
2. on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series); or
3. by reference to LIBOR, CIBOR, EURIBOR, STIBOR or NIBOR as adjusted for any applicable margin. Interest periods will be specified in the relevant Final Terms.

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

Other provisions in relation to Floating Rate Notes:	<p>Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.</p> <p>Interest on Floating Rate Notes in respect of each Interest Period, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as specified in the relevant Final Terms.</p>
Reset Notes:	<p>The rate of interest in respect of Reset Notes will change on the relevant Reset Dates. The revised rate of interest may be either a Fixed Rate or a Floating Rate for the relevant Reset Period.</p>
Zero Coupon Notes:	<p>Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.</p>
Redemption:	<p>The applicable Final Terms will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than in specified instalments, if applicable, or for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving notice to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer.</p> <p>The applicable Final Terms may provide that Notes may be redeemable in two or more instalments of such amounts and on such dates as are indicated in the applicable Final Terms.</p> <p>Notes having a maturity of less than one year may be subject to restrictions on their denomination and distribution, see "<i>Certain Restrictions — Notes having a maturity of less than one year</i>" above.</p>
Redemption upon the occurrence of a MREL Disqualification Event:	<p>Subject to the provisions of Condition 7.13 (<i>Conditions to redemption, purchase, substitution or variation of Non-Preferred Senior Notes prior to Maturity Date</i>), if MREL Disqualification Event Redemption Option is specified as being applicable in the applicable Final Terms, early redemption of the Non-Preferred Senior Notes in whole (but not in part) is permitted upon the occurrence of a MREL Disqualification Event as described in Condition 7.4 (<i>Redemption upon the occurrence of a MREL Disqualification Event</i>).</p>
Denomination of Notes:	<p>The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer, subject to a minimum denomination of €100,000 (or its equivalent in other currencies). Furthermore, the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see "<i>Certain Restrictions — Notes having a maturity of less than one year</i>" above.</p>
Substitution and variation of Non-Preferred Senior Notes:	<p>In the case of Non-Preferred Senior Notes and if the MREL Disqualification Event Substitution/Variation Option is specified as applicable in the applicable Final Terms, subject to the provisions of Condition 7.14 (<i>Conditions to redemption, purchase, substitution or variation of Non-Preferred Senior Notes prior to Maturity Date</i>), (i) if a MREL Disqualification Event has occurred and is continuing or (ii) in order to ensure the effectiveness and enforceability of Condition 19.1 (<i>Agreement and Acknowledgment</i>), the Issuer may substitute all (but not some only) of the Notes or vary the terms of all (but not some only) of the Notes, without any requirement for the consent or</p>

approval of the Noteholders, so that they become or remain Qualifying Non-Preferred Senior Notes, as described in Condition 7.13 (*Substitution and variation of Non-Preferred Senior Notes and Subordinated Notes*).

Substitution and variation of Subordinated Notes:	In the case of Subordinated Notes and if a tax event as described in Condition 7.2.1 (<i>Early redemption for tax reasons</i>) or a regulatory reclassification as described in Condition 7.2.2 (<i>Early redemption for regulatory reclassification reasons</i>) has occurred and is continuing, the Issuer may, if so specified in the applicable Final Terms, subject to the provisions of Condition 7.15 (<i>Conditions to redemption, purchase, substitution or variation of Subordinated Notes prior to Maturity Date</i>), at its option, substitute all (but not some only) of such Notes or vary the terms of all (but not some only) of such Notes, without any requirement for the consent or approval of the holders of such Notes, so that they become or remain Qualifying Subordinated Notes.
Taxation:	All payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by any Tax Jurisdiction as provided in Condition 8 (<i>Taxation</i>). In the event that any such deduction is made, the Issuer will, save in certain limited circumstances provided in Condition 8 (<i>Taxation</i>), be required to pay additional amounts to cover the amounts so deducted.
Negative Pledge:	The terms of the Preferred Senior Notes will contain a negative pledge provision as further described in Condition 3 (<i>Negative Pledge</i>).
Cross Default:	The terms of the Notes will contain a cross default provision as further described in Condition 10 (<i>Events of Default</i>).
Status of the Preferred Senior Notes:	The Preferred Senior Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 3 (<i>Negative Pledge</i>)) unsecured obligations of the Issuer and will rank <i>pari passu</i> among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.
Status of Non-Preferred Senior Notes	The Non-Preferred Senior Notes will constitute direct and unsecured obligations as described in Condition 2.2 (<i>Status of the Non-Preferred Senior Notes</i>).
Status of Subordinated Notes:	The Subordinated Notes will be subordinated as described in Condition 2.3 (<i>Status of the Subordinated Notes</i>).
Clearing Systems:	Euroclear and Clearstream, Luxembourg and/or VP and/or such other clearing system(s) as may be specified in the relevant Final Terms.
Rating:	Where a certain Series of Notes is rated, such rating will be specified in the applicable Final Terms.
Listing, approval and admission to trading:	<p>Application has been made to the UK Listing Authority for Notes issued under the Programme to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on the London Stock Exchange's regulated market.</p> <p>Applications may be made to list VP Systems Notes on Nasdaq Copenhagen. Any such applications will be in accordance with applicable laws and regulations governing the listing of VP Systems Notes on Nasdaq Copenhagen from time to time.</p>

Governing Law:

The Notes and any non-contractual obligations arising out of or in connection with them will be governed by, and construed in accordance with, English law, except Conditions 1.2, 2.1 (*Status of the Preferred Senior Notes*), 2.2 (*Status of the Non-Preferred Senior Notes*), 2.3 (*Status of the Subordinated Notes*), 2.4 (*No right of set-off or counterclaim*), 7.2.2 (*Early redemption for regulatory reclassification reasons*), 7.4 (*Redemption upon the occurrence of a MREL Disqualification Event*), 10.2 (*Events of Default relating to Non-Preferred Senior Notes and Subordinated Notes*) and 19 (*Recognition of the Danish Bail-In Power*), the registration and dematerialisation of VP Notes in the VP which are governed by, and shall be construed in accordance with, the laws of the Kingdom of Denmark.

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

Selling Restrictions:

There are restrictions on the offer, sale and transfer of the Notes in the United States, the European Economic Area (including France, Belgium and Denmark), the United Kingdom and Japan and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes, see "*Subscription and Sale*".

United States Selling Restrictions:

Regulation S, Category 2. TEFRA C or D/TEFRA not applicable, as specified in the applicable Final Terms.

RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

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

Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme

The Issuer is regulated by the Danish Financial Supervisory Authority (the "DFSA") which ensures a regulatory environment comparable to the regulatory environments of other Western European banks.

In the course of its business activities the Issuer is exposed to a variety of risks.

The Issuer's general policy with respect to assumption of risks is that the Issuer only assumes the risks, which are in accordance with the business principles under which the Issuer is operated, and which the Issuer possesses the competencies to manage. For an outline of how the Issuer manages risk please see "*Description of the Issuer – Risks and risk management*" which also is referred to in relation to the risk factors set out in this section.

Risks related to the general economic and geopolitical conditions in Denmark and internationally which may have a material adverse effect on the Issuer's business, results of operations, financial position or prospects

The business activities and performance of the Issuer are dependent on the level of banking, finance and financial services required by its customers. In particular, levels of borrowing are dependent on customer confidence, employment trends, the state of the economy, the housing market and market interest rates at the time. As the Issuer currently conducts the majority of its business in Denmark, its performance is influenced by the level and cyclical nature of business activity in Denmark, which is in turn affected by both domestic and international economic and political events.

A negative development in the general economic conditions in Denmark and across the world, such as a downturn in the economy, an increase in unemployment in Denmark or a reduction in the value of housing and other collateral provided to the Issuer could have a material adverse effect on the Issuer's business, results of operations, financial position or prospects.

At the date of this Prospectus, a wide-spread global pandemic of the infectious disease COVID-19 is taking place. As the disease is relatively new, an effective cure and vaccines are yet to be developed.

While COVID-19 is still spreading and the final implications of the pandemic are difficult to estimate at this stage, it is clear that it will affect the lives of a large portion of the global population and cause significant effects. At this time, the pandemic has caused state of emergencies being declared in various countries, travel restrictions being imposed, quarantines been established and various institutions and companies being closed.

The Issuer may be adversely affected by the wider macroeconomic effect of the ongoing COVID-19 pandemic and any possible future outbreaks. While the final effects of the COVID-19 pandemic are at this stage difficult to assess, it is possible that it will have substantial negative effect on the Danish economy and other economies where the Issuer operates in. These affects may also take place in case of any possible future outbreaks.

Any of the factors above could have an adverse effect on the Issuer's business, results of operations, financial position or prospects. This means that there can be no assurance that the Issuer will not suffer losses from the general economic and geopolitical conditions in Denmark and internationally that may be material in amount and which may have a material adverse effect on the Issuer's business, results of operations, financial position or prospects, including credit and liquidity risk as described in the risk factors below ("*Credit risk*" and "*Liquidity risk*").

Credit risk

Credit risk is defined as the risk that payments owed to the Issuer are judged not to be collectable because of certain customers' lack of ability or will to pay at the agreed time.

The Issuer generally assumes risks on the basis of a credit policy, the specified objective of which is to maintain an appropriate balance between risks assumed and the return gained by the Issuer and to keep the Issuer's losses at a relatively low level when compared to the losses in the Danish financial sector.

The Issuer has a relatively large exposure to financing of renewable energy but considers this to be a low risk exposure. The exposure can be characterised as first priority financing of various renewable energy plants placed primarily in Denmark and Germany (please refer to the section titled "Description of the Issuer – Criteria for credit approval").

The Issuer is exposed to the agricultural sector in Denmark and may suffer losses that may be material in amount in relation to this sector. During recent years, the agricultural sector has experienced difficult conditions. However, in 2019 the situation for pig producers in particular improved with increasing prices being paid for pork meat. In addition, dairy farmers also saw good returns over the course of 2019. The mink sector again experiences falling prices being paid to producers during 2019. In Q1 2020, the Issuer has made reversals for some agriculture customers especially pig producers. Generally the agricultural sector in Denmark is still characterised by a high debt burden. Although the Issuer uses more conservative principles for valuation than the official DFSA guidelines, and still has significant loss reserves relating to loans to the agricultural sector, there can be no assurance that the Issuer will not suffer more losses.

The Issuer also has exposure to the real property sector, which generally falls within the following two categories:

- (i) Loans with first mortgages on real property and construction financing without prior creditors. This types of loans accounts for approximately 75 per cent. of the Issuers real property loan portfolio. The LTV is calculated on the basis of the cash flow generated from the real property. The Issuer uses stress-tests where the resistance against decrease in rental income and increase in yield is tested.
- (ii) Other forms of real property financing, including loans with a second mortgage on real property and a strong lessee with an irrevocable lease and with scheduled repayment within the expiry of lease agreements. For the latter loans, sizes for such financing are calculated in the basis of cash flow analysis of the properties and a detailed examination of the financial status of the lessee and the investors.

The Issuer considers the real property portfolio to be well positioned against down turns in the real estate sector. However, an increased down turn in the real estate sector or an increase of the interest rate may affect the Issuer negatively.

The Issuer has set up a number of principles and procedures to manage the external and internal risks, which it is exposed to. However, notwithstanding the principles and procedures that the Issuer has put in place, there can be no assurance that the Issuer will not suffer losses from credit risk in the future that may be material in amount.

Liquidity risk

Liquidity risk refers to the ability of the Issuer to ensure the availability of appropriate cash funds to meet its payments obligations, stemming from mismatches between the maturities of assets and liabilities, and the liquidity risk arises in the general funding of the Issuer's activities and in the management of its operations.

It is the objective of the Issuer with respect to liquidity management, that the budgeted liquidity meets the current LCR requirement for a period of at least 12 months and to maintain sufficient liquidity for a stress scenario by means of recovery plans for a period of at least 12 months.

However, there can be no assurance that the Issuer will not suffer losses from liquidity risks in the future that may be material in amount.

After the merger described in the section "*Description of the Issuer*", the value of the deposits and other debt including pooled schemes now is at a more balanced level compared to the value of loans and other receivables, thereby resulting in a reduction in the dependence on market funding, but the Issuer will still use this type of funding source whenever valued to be suitable. As at 31 March 2020 the value of deposits and other debt including pooled schemes exceeded the value of loans and other receivables by approx. DKK 0.9 billion. Furthermore, a part of the loan portfolio, DKK 1.2 billion, for renewable energy projects is financed back-to-back with KfW Bankengruppe.

However, because the Issuer receives a significant portion of its funding from deposits, the Issuer is subject to the risk that depositors could withdraw their funds at a rate faster than the rate at which borrowers repay their loans, thus causing a strain upon the Issuer's liquidity.

A dislocated credit environment compounds the risk that the Issuer, in such a situation, will not be able to access funds at favourable rates. These and other factors could also lead creditors to form a negative view of the Issuer's liquidity, which could result in less favourable credit ratings, higher borrowing costs and less accessible funds.

An inability on the Issuer's part to access funds, or to access the markets from which it raises funds, may put the Issuer's position in relation to its liquid assets at risk and lead it to its inability to finance its operations adequately.

Operational risk

The operational risk is defined as the risk of direct or indirect financial losses because of faults in internal processes and systems, human errors or external events, as well as the risks related to cyber security risks and the risk that the Issuer's business could be abused for money laundering or the financing of terrorism.

There can be no assurance that the Issuer will not suffer losses from operational risks in the future that may be material in amount.

Market risks

Market risk is defined as the risk that the market value of the Issuer's assets and liabilities will change because of changes in market conditions. The Issuer's basic policy with respect to market risks is that the Issuer wishes to keep such risks at a low to moderate level depending on the risk type which is reflected in the risk management system as described in the business description.

The Issuer's total market risk is comprised of interest rate risk, foreign exchange risk, share risk and property risk.

Interest rate risk etc.

Interest rate risk is defined as the risk of loss arising from changes in interest rates. Interest rate risk arises both in interest-bearing claims and liabilities as well as in derivatives.

Despite systems in place there can be no assurance that the Issuer will not suffer losses from interest rate risk in the future that may be material in amount.

In relation to corporate bonds, their market value can vary over time in connection with general changes in credit spreads in the market, and company-specific circumstances can also affect the value of such bonds.

Share risk

The Issuer invests some of its assets in shares, which are generally subject to greater risks and volatility than bonds. There can be no assurance that the Issuer will not suffer losses from share risks in the future that may be material in amount.

Foreign-exchange risk

Exchange rate changes could negatively impact the Issuer. There can be no assurance that the Issuer will not suffer losses from foreign-exchange risks in the future that may be material in amount.

Property risk

A decline in the value of the Issuer's portfolio of domicile and investment properties could negatively impact the Issuer. There can be no assurance that the Issuer will not suffer losses from property risks in the future that may be material in amount.

Risks related to an increase in the Issuer's capital requirements which could have a material adverse effect on the Issuer's business, results of operations, financial position or prospects

The regulatory framework for the Issuer's capital requirements is based on Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms (as amended, the "CRR") and Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms (as amended, the "CRD") (as implemented in Denmark) and consists of three pillars:

- Pillar I contains a set of rules for calculating the capital requirement (8 per cent. of the risk exposure amount for credit risk, market risk and operational risk).
- Pillar II describes the Internal Capital Adequacy Assessment Process (the "ICAAP") framework and the supervisory review. The ICAAP determines the individual solvency need.
- Pillar III deals with market discipline and sets forth disclosure requirements for risk and capital management and the individual solvency need

Individual solvency need

Pursuant to Executive Order No. 295 of 27 March 2014 on Calculation of Risk Exposures, Own Funds and Solvency Need, banks are required to publish their individual solvency need each quarter. The individual solvency need is the capital considered sufficient to cover the group's risks. The solvency need is calculated on the basis of the requirement under Pillar I plus a supplement for requirements under Pillar II. Pillar II reflects any uncertainty relating to the risk models, and the capital level is subject to ongoing qualitative adequacy assessments.

Combined capital buffer requirement

The Issuer is subject to a combined capital buffer requirement comprising of two elements (referred to collectively as the "combined buffer"): (i) the capital conservation buffer and (ii) the institution-specific countercyclical buffer. The capital conservation buffer has been fully implemented by 1 January 2019 where a 2.5 per cent. requirement applies to the Issuer (all are stated as a percentage of the overall risk exposure and must be met through the Common Equity Tier 1 capital). The countercyclical capital buffer was reduced from 1 per cent. to 0 per cent. on 11 March 2020 as a result of unrest in the financial markets due to the COVID-19 pandemic. Prior to the reduction, it was planned to increase to 1.5 per cent. as at 30 June 2020 and to 2.0 per cent as at 30 December 2020. At the date of this Prospectus, it is not possible to predict the future development of the countercyclical capital buffer in Denmark.

CRR Amendment Regulation and CRD Amendment Directive

Regulation (EU) 2019/876 of the European Parliament and of the Council as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large

exposures, reporting and disclosure requirements dated 20 May 2019 and published in the Official Journal of the European Union on 7 June 2019 (the "**CRR Amendment Regulation**") and Directive (EU) 2019/878 of the European Parliament and of the Council as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures dated 20 May 2019 and published in the Official Journal of the European Union on 7 June 2019 (the "**CRD Amendment Directive**") introduce, among other things, a leverage ratio requirement of 3 per cent. Tier 1 Capital, harmonised binding requirement for stable funding (the "**Net Stable Funding Ratio**" or "**NSFR**") on 100 per cent., strengthening of the conditions for use of internal models and changes to the relevant regulator's application of the institution specific "Pillar II" capital add-ons (referred to above as the additional own funds requirements). Furthermore, the CRD Amendment Directive authorises the relevant competent authority to require that the institution fulfils its additional own funds requirement with a higher portion of Tier 1 Capital or Common Equity Tier 1 Capital where necessary (while having regard to the specific circumstances of the relevant institution). The CRR Amendment Regulation and CRD Amendment Directive entered into force on 27 June 2019. The date of application of the new rules varies from the date of their entry into force and 12 months to four years after their entry into force. At the date of this Prospectus, it is still uncertain whether (and if so to what extent) the CRR Amendment Regulation and the CRD Amendment Directive will impose additional capital, liquidity and/or leverage requirements on the Issuer, which in turn may affect the Issuer's capacity to fulfil its obligations under the Notes.

European Commission's banking package to facilitate lending to households and businesses in the EU in response to the economic impact of COVID-19

On 28 April 2020, the European Commission published a press release introducing a banking package to facilitate lending to households and businesses in the EU in response to the COVID-19 pandemic. The aim of the banking package is amongst other things to propose a few targeted "quick fix" amendments to the CRR in order to maximise the ability of banks to lend and absorb losses related to the COVID-19 pandemic. The Commission proposed exceptional temporary measures to alleviate the immediate impact of the COVID-19 pandemic, by adapting the timeline of the application of international accounting standards on banks' capital, by treating more favourably public guarantees granted during this crisis, by postponing the date of application of the leverage ratio buffer and by modifying the way of excluding certain exposures from the calculation of the leverage ratio. The Commission also proposed to advance the date of application of several agreed measures that incentivise banks to finance employees, SMEs and infrastructure projects. The Commission has stated that it counts on the full cooperation of the Parliament and the Council to deal with the proposal as a matter of urgency and to adopt the package already in June. At the date of this Prospectus, it is however still uncertain whether (and if so to what extent) the European Commission's banking package will be adopted in its current form and how it will impact the Issuer's liquidity and/or leverage requirements, which in turn may affect the Issuer's liquidity risk.

EBA continues to develop rules

The European Banking Authority ("**EBA**") will continue to propose detailed rules through binding technical standards, guidelines, recommendations and/or opinions in respect of many areas, including the CRR, the CRR Amendment Regulation, the CRD and the CRD Amendment Directive. As a consequence, the Issuer is subject to the risk of possible interpretational changes. Given the uncertainty of the exact wording of the technical standards, they could potentially lead to a reduction in the regulatory capital or an increase in the REA of the relevant Issuer.

Basel III: Finalising post-crisis reforms

On 7 December 2017, the Basel Committee issued a publication titled: "*Basel III: Finalising post-crisis reforms*" (informally referred to as the "**Basel IV**"). The publication includes, among other things, a number of changes to and restrictions for credit institutions using internal models. As a result of the COVID-19 pandemic, the Basel Committee released a statement on 27 March 2020 with a one year deferral to the implementation timeline of Basel IV.

The Basel IV framework includes a number of different requirements. The Issuer believes that the most important component for it is the introduction of a so-called capital floor requirement for credit institutions applying internal ratings-based risk models. The capital floor requirement entails that a credit institution will be subject to a minimum capital requirement across risk types (credit, market and operational risk) of 72.5 per cent. of the capital requirement calculated according to the standardized

approach. According to the Basel IV framework, a minimum capital requirement of 50 per cent. will apply to the Issuer as early as 2023 and will gradually increase until fully implemented in 2028. The recommendations are expected to have a limited impact on the Issuer's capital. The specific impact of Basel IV depends on the EU implementation.

The capital requirements applicable to the Issuer are, by their nature, calculated by reference to a number of factors any one of which or combination of which may not be easily observable or capable of calculation by investors. There can be no assurance that any of the minimum own funds Pillar I requirements, additional own funds requirements or buffer capital requirements applicable to the Issuer will not be amended in the future to include new and more onerous capital requirements.

Any failure by the Issuer to satisfy its respective regulatory capital requirements, liquidity requirements and other requirements, and any further increases in such requirements, could result in regulatory intervention or sanctions or significant reputation harm, which may have a material adverse effect on the Issuer's financial condition, results of operations and prospects, which may affect the Issuer's ability to fulfil its obligations under the Notes.

Additional risk factors

The risk factors mentioned above are managed and controlled by the Issuer's systems and procedures. In addition the Issuer is directly or indirectly exposed to a number of other risks which directly or indirectly may affect the ability of the Issuer to fulfil its obligations. These risks include:

Exposure against the Eurozone

The Issuer's foreign-exchange exposure is, to a large extent, hedged. However, an economic breakdown in the Eurozone is likely to have a significant effect on the economic situation all over Europe, and is likely to affect the Danish economy as well. The Issuer may subsequently suffer losses in connection with such events, which may be in a material amount.

Changed market conditions for niche products

A significant proportion of the Issuer's income is generated from its niche areas (such as financing of renewable energy and real estate, private banking and the financing of medical practitioners' purchase of private practices) and a change or downturn in market conditions might affect these niche areas and accordingly may have a material effect on the financial condition of the Issuer.

General regulatory risk related to changes in supervision and regulation which may affect each Issuer's business, the products and services offered or the value of its assets

The Issuer is subject to financial services laws, regulations, administrative actions and policies in Denmark and (to the extent applicable) the European Union. Regulatory risk is the risk that changes in supervision and regulation applicable to the Issuer, in particular in Denmark, could materially affect the Issuer's business, the products and services offered or the value of its assets. Future changes in regulation, fiscal or other policies can be unpredictable and are beyond the control of the Issuer.

Regulatory risk may also arise from a failure by the Issuer to comply with laws and regulations, which could lead to civil liability, disciplinary action, the imposition of fines and/or the revocation of the licence, permission or authorisation to conduct the Issuer's business in the jurisdictions in which the Issuer operates.

Various aspects of banking regulations are still under debate in the EU, including, *inter alia*, proposals to review standardised approaches for capital requirements for credit, market and operational risk (together with a proposed capital floor based on the revised standardised approaches for banks using internal models) (see "*Risks related to an increase in the Issuer's capital requirements etc. which could have a material adverse effect on the Issuer's business, results of operations, financial position or prospects*" above).

Risks relating to the Issuer's participation in the Deposit Guarantee Scheme and resolution fund which may result in the Issuer to incur additional costs

In Denmark and other jurisdictions, deposit guarantee schemes and similar funds (each, a "**Deposit Guarantee Scheme**") have been implemented from which compensation for deposits may become payable to customers of financial services firms in the event that such financial services firm is unable to pay, or unlikely to pay, claims against it. In many jurisdictions, these Deposit Guarantee Schemes are funded, directly or indirectly, by financial services firms, which operate and/or are licensed in the relevant jurisdiction. The future target level of funds to be accumulated in Deposit Guarantee Schemes and resolution funds across different EU countries may exceed the minimum levels provided for in Directive (2014/59/EU) (the "**BRRD**"), Directive 2014/49/EU (the "**Revised Deposit Guarantee Schemes Directive**") and in EU Regulation no. 806/2014 and EU Regulation no. 81/2015 of the European Parliament and of the Council establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund (the latter of which will be relevant should Denmark choose to participate in the Banking Union and Single Resolution Mechanism).

Through participation in the Deposit Guarantee Scheme, Danish banks, such as the Issuer, undertake to cover losses incurred on covered deposits held with distressed banks. The Danish Deposit Guarantee Scheme fund's capital must amount to at least 0.8 per cent. of the covered deposits of Danish banks.

The Danish Guarantee Scheme fund is currently fully funded. No contributions by the Issuer have been made to the Danish Guarantee Scheme since 2015. If the fund subsequently does not have sufficient means to make the required payments, extraordinary contributions of up to 0.5 per cent. of the individual institution's covered deposits or covered cash funds, as applicable, may be required. If it falls below two-thirds of the minimum amount (0.8 per cent. of covered deposits), the Danish Guarantee Scheme must reach the target level again within six years.

In addition, the Issuer contributes to the Danish resolution fund established as the Danish resolution financing arrangement under the BRRD, which fund's capital must amount to 1.0 per cent. of the covered deposits of Danish banks.

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

Risks related to the structure of a particular issue of Notes

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

Notes subject to optional redemption by the Issuer

At any time upon the occurrence of (in each case, to the extent applicable to the relevant series of Notes) (i) a change in tax law pursuant to Condition 7.2.1 (in the case of Subordinated Notes only), (ii) a change in tax law pursuant to Condition 7.3 (in the case of Preferred Senior Notes and Non-Preferred Senior Notes only), (iii) a regulatory reclassification pursuant to Condition 7.2.2 (in the case of Subordinated Notes only), (iv) a MREL Disqualification Event pursuant to Condition 7.4 (in the case of Non-Preferred Senior Notes only) or (v) an Optional Redemption Date pursuant to Condition 7.5 (in the case of any Note), the Notes may be redeemed (if applicable) at the option of the Issuer at their Early Redemption Amount or, as the case may be, Optional Redemption Amount together with accrued interest, as more particularly described in the Conditions.

Such an optional redemption feature is likely to limit the market value of the Notes. During any period when the Issuer may elect to redeem or is perceived to be likely to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. If the Issuer redeems the Notes in any of the circumstances mentioned above, there is a risk that the Notes may be redeemed at times when the redemption proceeds are less than the current market value of the Notes or when prevailing interest rates may be relatively low, in which latter case Noteholders may only be able to reinvest the redemption proceeds in securities with a

lower yield. Potential investors should consider reinvestment risk in light of other investments available at that time.

Automatic amortisation of Subordinated Notes

Subject to the CRR, the nominal amount of the Subordinated Notes which may qualify as Tier 2 capital (Da. "*supplerende kapital*") within the meaning of the CRR (the "**Tier 2 Capital**") when determining the Issuer's total capital will, during the final five years of maturity of the Subordinated Notes, be decreased day by day until the nominal value reaches zero.

Fixed/Floating Rate Notes

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

In addition, a holder of securities with an interest rate that will be periodically reset during the term of the relevant securities, such as Notes to which the reset provisions apply, is also exposed to the risk of fluctuating interest rate levels and uncertain interest income.

Notes issued at a substantial discount or premium

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

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

The Issuer may issue Non-Preferred Senior Notes. The Non-Preferred Senior Notes constitute direct and unsecured obligations of the Issuer and will rank as described in Condition 2.2 (*Status of the Non-Preferred Senior Notes*).

The Non-Preferred Senior Notes will constitute Non-Preferred Senior Obligations of the Issuer. Non-Preferred Senior Obligations are unsubordinated and unsecured liabilities of the Issuer which rank below (i) any Preferred Senior Notes issued by the Issuer and (ii) any obligations of the Issuer that rank *pari passu* with any Preferred Senior Notes upon an insolvency of the Issuer in accordance with section 13(3) of the Danish Recovery and Resolution Act (as defined below).

The Non-Preferred Senior Notes will rank junior to present or future claims of (a) depositors of the Issuer, (b) unsubordinated creditors of the Issuer pursuant to section 97 of the Danish Bankruptcy Act and (c) any other unsubordinated creditors of the Issuer that are not creditors in respect of Non-Preferred Senior Obligations, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer.

The Issuer may issue other obligations or instruments that rank or are expressed to rank senior to the Non-Preferred Senior Notes (including Preferred Senior Notes) or *pari passu* with the Non-Preferred Senior Notes, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer. In the event of a liquidation or bankruptcy of the Issuer, the Issuer will be required to pay its depositors and other unsubordinated creditors of the Issuer that are not creditors in respect of Non-Preferred Senior Obligations of the Issuer in full before it can make any payments on the Non-Preferred Senior Notes. If this occurs, the Issuer may not have enough assets remaining after these payments are made to pay amounts due under the Non-Preferred Senior Notes. In addition, in the event of a liquidation or bankruptcy of the Issuer, to the extent the Issuer has assets remaining after paying its creditors who rank senior to the Non-Preferred Senior Notes, payments relating to other obligations or instruments of the

Issuer that rank or are expressed to rank *pari passu* with the Non-Preferred Senior Notes may, if there are insufficient assets to satisfy the claims of all of the Issuer's *pari passu* creditors, further reduce the assets available to pay amounts due under the Non-Preferred Senior Notes on a liquidation or bankruptcy of the Issuer.

The Issuer's obligations under Subordinated Notes are subordinated

The Issuer may issue Subordinated Notes which will constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and will rank as described in Condition 2.3 (*Status of the Subordinated Notes*).

The Issuer may issue other obligations or instruments that rank or are expressed to rank senior to the Subordinated Notes (including Preferred Senior Notes and Non-Preferred Senior Notes) or *pari passu* with the Subordinated Notes, in each case as regards the rights to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer.

In the event of a liquidation or bankruptcy of the Issuer, the Issuer will be required to pay (i) its depositors, (ii) its other unsubordinated creditors and (iii) its subordinated creditors (other than the present or future claims of creditors that rank or are expressed to rank *pari passu* with or junior to the Subordinated Notes) in full before it can make any payments on the Subordinated Notes. If this occurs, the Issuer may not have enough assets remaining after these payments are made to pay amounts due under the Subordinated Notes. In addition, in the event of a liquidation or bankruptcy of the Issuer, to the extent the Issuer has assets remaining after paying its creditors who rank senior to the Subordinated Notes, payments relating to other obligations or capital instruments of the Issuer that rank or are expressed to rank *pari passu* with the Subordinated Notes may, if there are insufficient assets to satisfy the claims of all of the Issuer's *pari passu* creditors, further reduce the assets available to pay amounts due under the Subordinated Notes on a liquidation or bankruptcy of the Issuer.

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

No right of set-off or counterclaim for holders of Non-Preferred Senior Notes and Subordinated Notes

Subject as provided in the "Terms and Conditions of the Notes" section below and as a general principle of Danish law, in respect of Non-Preferred Senior Notes and Subordinated Notes, no Noteholder, who shall in the event of the liquidation or bankruptcy of the Issuer be indebted to the Issuer, shall be entitled to exercise any right of set-off or counterclaim against moneys owed by the Issuer in respect of the Non-Preferred Senior Notes or the Subordinated Notes held by such Noteholder.

Limitation on gross-up obligation under the Non-Preferred Senior Notes and the Subordinated Notes

The Issuer's obligation to pay additional amounts in respect of any withholding or deduction in respect of taxes under the terms of the Non-Preferred Senior Notes and the Subordinated Notes applies only to payments of interest due and paid under the Non-Preferred Senior Notes and the Subordinated Notes and not to payments of principal. As such, the Issuer would not be required to pay any additional amounts under the terms of the Non-Preferred Senior Notes and the Subordinated Notes to the extent any withholding or deduction applied to payments of principal. Accordingly, if any such withholding or deduction were to apply to any payments of principal under the Non-Preferred Senior Notes or the Subordinated Notes, as the case may be, holders of Non-Preferred Senior Notes or Subordinated Notes, as the case may be, may receive less than the full amount due under the Non-Preferred Senior Notes and the Subordinated Notes, and the market value of the Non-Preferred Senior Notes and the Subordinated Notes may be adversely affected. Holders of Non-Preferred Senior Notes and Subordinated Notes should note that principal for these purposes may include any payments of premium.

No events of default and limited enforcement events in relation to Non-Preferred Senior Notes and Subordinated Notes

There are no events of default in relation to Non-Preferred Senior Notes and Subordinated Notes. Holders of Non-Preferred Senior Notes or Subordinated Notes may not at any time demand repayment or redemption of their respective Non-Preferred Senior Notes or Subordinated Notes, and enforcement rights

for any payment are limited to the claim of Noteholders in a liquidation or bankruptcy of the Issuer. In a liquidation or bankruptcy of the Issuer, a holder of Non-Preferred Senior Notes or Subordinated Notes may prove or claim in such proceedings in respect of such Non-Preferred Senior Note or Subordinated Note, such claim being for payment of the Early Redemption Amount of such Non-Preferred Senior Note or Subordinated Note at the time of commencement of such liquidation or bankruptcy together with any interest accrued and unpaid on such Non-Preferred Senior Note or Subordinated Note from (and including) the Interest Payment Date immediately preceding commencement of such liquidation or bankruptcy and any other amounts payable on such Non-Preferred Senior Note or Subordinated Note under the Conditions.

Substitution and variation of Non-Preferred Senior Notes and Subordinated Notes without Noteholder consent

If the MREL Disqualification Event Substitution/Variation Option is specified as being applicable in the applicable Final Terms, subject to Condition 7.13 (*Conditions to redemption, purchase, substitution or variation of Non-Preferred Senior Notes prior to Maturity Date*), if a MREL Disqualification Event has occurred and is continuing, the Issuer may substitute all (but not some only) of the Non-Preferred Senior Notes or vary the terms of all (but not some only) of the Non-Preferred Senior Notes, without the requirement for the consent or approval of the holders of the Non-Preferred Senior Notes, so that they become or remain Qualifying Non-Preferred Senior Notes.

In the case of Subordinated Notes only, subject to Condition 7.14 (*Conditions to redemption, purchase, substitution or variation of Subordinated prior to Maturity Date*), if a change in the regulatory classification of the Subordinated Notes as described in Condition 7.2.2 (*Early redemption for regulatory reclassification reasons*) or for tax reasons as described in Condition 7.2.1 (*Early redemption for tax reasons*) of the Terms and Conditions has/have occurred and is/are continuing the Issuer may, at its option, substitute all (but not some only) of the Subordinated Notes or vary the terms of all (but not some only) of the Subordinated Notes, without any requirement for the consent or approval of the holders of the Subordinated Notes, so that they become or remain Qualifying Subordinated Notes.

Qualifying Non-Preferred Senior Notes and Qualifying Subordinated Notes are securities issued or guaranteed by the Issuer that have, *inter alia*, terms which (i) adhere to the specific conditions outlined in the definition of "Qualifying Non-Preferred Senior Notes" in Condition 7.15 (*Definitions*) or "Qualifying Subordinated Notes" (in the case of Subordinated Notes) and (ii) other than in respect to the effectiveness and enforceability of Condition 19.1 (*Agreement and Acknowledgement*), are not materially less favourable to the holders of the Non-Preferred Senior Notes than the terms of the Non-Preferred Senior Notes or Subordinated Notes, as the case may be (provided that the Issuer shall have delivered a certificate to that effect signed by two of its directors to (in the case of Notes other than VP Notes) the Principal Paying Agent or (in the case of VP Notes) the VP Issuing Agent (where the VP Agent is not the Issuer)). There can be no assurance that, due to the particular circumstances of each holder, any Qualifying Non-Preferred Senior Notes or Qualifying Subordinated Notes, as the case may be, will be as favourable to each holder in all respects or that, if it were entitled to do so, a particular holder would make the same determination as the Issuer as to whether the terms of the relevant Qualifying Non-Preferred Senior Notes or Qualifying Subordinated Notes are not materially less favourable to holders than the terms of the Notes.

Risks related to Notes generally

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

Modification

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

Recovery and Resolution Directive

On 15 May 2014, the European Parliament and the Council of the European Union adopted the BRRD. The BRRD, including the general bail-in tool and MREL (as defined below) has been implemented into

Danish law with effect as of 1 June 2015 by the Danish Recovery and Resolution Act and by amendments to the Danish Financial Business Act. Any reference to the BRRD below shall include the implementation hereof into Danish law.

The BRRD confers substantial powers on national resolution authorities designed to enable them to take a range of actions in relation to credit institutions which are considered to be at risk of failing. The exercise of any of these actions in relation to the Issuer could materially adversely affect the value of any Notes

The BRRD is designed to provide authorities designated by Member States with a credible set of tools to intervene sufficiently early and quickly in an unsound or failing credit institution or investment firm (each, an "**institution**") to ensure the continuity of the institution's critical financial and economic functions while minimising the impact of an institution's failure on the economy and financial system.

The BRRD contains four resolution powers which may be used alone or in combination where the relevant resolution authority considers that (a) an institution is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such institution within a reasonable timeframe, and (c) a resolution action is in the public interest. An institution will be considered as failing or likely to fail when either: (i) it is, or is likely in the near future to be, in breach of its requirements for continuing authorisation; (ii) its assets are, or are likely in the near future to be, less than its liabilities; (iii) it is, or is likely in the near future to be, unable to pay its debts as they fall due; or (iv) it requires extraordinary public financial support (except in limited circumstances).

The relevant resolution authority may use the following resolution tools and powers alone or in combination without the consent of the institution's creditors: (i) sale of business – which enables resolution authorities to direct the sale of the institution or the whole or part of its business on commercial terms; (ii) bridge institution – which enables resolution authorities to transfer all or part of the business of the institution to a "bridge institution" (an entity created for this purpose that is wholly or partially in public control), which may limit the capacity of the institution to meet its repayment obligations; (iii) asset separation – which enables resolution authorities to transfer assets to one or more publicly owned asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down (this can be used together with another resolution tool only); and (iv) bail-in relating to eligible liabilities – which gives resolution authorities the power to write down certain claims of unsecured creditors of a failing institution (the write-down may result in the reduction of such claims to zero) and to convert certain unsecured debt claims to equity or other instruments of ownership (the "**general bail-in tool**"). The converted equity or other instruments could also be subject to any future application of the general bail-in tool.

The non-viability loss absorption tool

In addition to the general bail-in tool, the BRRD provides for resolution authorities to have the further power to permanently write-down or convert into equity, certain capital instruments (such as the Subordinated Notes), at the point of non-viability and before any other resolution action is taken ("**non-viability loss absorption**").

For the purposes of the application of any non-viability loss absorption measure, the point of non-viability under the BRRD is the point at which the relevant authority determines that the institution meets the applicable conditions for resolution (but no resolution action has yet been taken) or that the institution will no longer be viable unless the relevant capital instruments (such as the Subordinated Notes) are written-down or converted or extraordinary public support is to be provided and without such support the appropriate authority determines that the institution would no longer be viable.

Additional powers of Member States and resolution authorities

The BRRD also provides for a Member State as a last resort, after having assessed and applied the above resolution tools to the maximum extent possible whilst maintaining financial stability, to be able to provide extraordinary public financial support through additional financial stabilisation tools. These consist of public equity support and temporary public ownership tools. Any such extraordinary financial support must be provided in accordance with the EU state aid framework.

The BRRD also provides resolution authorities with broader powers to implement other resolution measures with respect to distressed institutions, which may include (without limitation) the replacement or substitution of the institution as obligor in respect of debt instruments, modifications to the terms of debt instruments (including altering the amount of interest payable and/or imposing a temporary suspension on payments) and discontinuing the listing and admission to trading of financial instruments.

MREL and related requirements

With the implementation in Denmark of the BRRD, Danish banks, including the Issuer, are required to have bail in-able resources in order to fulfil the Minimum Requirement for own funds and Eligible Liabilities ("**MREL**"). There is no minimum European Union-wide level of MREL, as each resolution authority is required to make a separate determination of the appropriate MREL requirement for each resolution group within its jurisdiction, depending on the resolvability, risk profile, systemic importance and other characteristics of each institution. In Denmark, each covered entity's MREL requirement will follow from the entity's individual resolution plan and it is the DFSA after consultation with Finansiell Stabilitet, which sets the MREL requirement for each relevant entity. On 30 October 2017, the DFSA originally published its final guidelines regarding main principles for the MREL requirement for small and medium-sized Danish banks, such as the Issuer. The guidelines were based on discussions with the Danish banking industry following a discussion paper, which the DFSA had published in January 2017. The guidelines has been supplemented by a memorandum from the DFSA on 10 July 2019 describing the process of the annual determination of the MREL requirement and elaborates on the underlying principles thereof. Aside from the solvency need and capital buffers, the MREL requirement will consist of a loss absorption add-on and a recapitalisation amount. The sum of the loss absorption add-on and a recapitalisation amount is referred to as the MREL add-on. The MREL add-on will be in the interval of 3.5-6 per cent. As a consequence of the guidelines, small and medium-sized banks will be subject to a subordination requirement for their senior debt to qualify as MREL eligible liabilities. The original intention was that the MREL-requirement would be phased in over a five-year period, i.e. the MREL requirement would be fully phased in by 1 January 2023. On 1 May 2020, the DFSA published a press release stating that the deadline for the phase-in of the MREL requirement is extended as a result of the COVID-19 pandemic. In the guidelines published by the DFSA on 30 October 2017, the DFSA informed that the phase-in may be prolonged with 1-2 years subject to the development in revenues at sector-level. The DFSA has acknowledged that Danish banks in general are or will be impacted by the economic situation caused by the COVID-19 pandemic. The DFSA has therefore extended the phase-in with 6 months in respect of small and medium-sized banks. The phase-in period will be re-assessed in connection with the second half-year of 2020. In addition to the DFSA's guidelines on the MREL requirement for small and medium-sized Danish banks, the DFSA has published its reaction pattern following a breach of MREL. It is emphasised in the reaction pattern that the DFSA's priority for distressed banks is a private solution, but that the DFSA will be obliged to transfer the bank to the Resolution Authority, if such private solution cannot be found. The DFSA will always undertake a case by case-decision where a bank is in breach of its MREL requirement. If an institution does not fulfil the MREL requirement, the relevant authority may withdraw its banking licence. Also, a comparable concept for loss absorption, the Financial Stability Board's Total Loss Absorbing Capacity ("**TLAC**") for global systemically important banks, is under discussion internationally, and these discussions and their outcome could influence the implementation of MREL.

With a balance sheet exceeding EUR 3 billion, the Issuer had an option to fully implement the MREL requirement with effect from 1 January 2019. The Issuer chose this option. As a consequence, the Issuer also had the possibility of grandfathering contractual senior funding when assessing the Minimum Requirement for own funds and Eligible Liabilities. The Issuer has chosen to take advantage of this option.

The Issuer received in December 2019 a statement from the DFSA calculated on the basis of figures from the Issuer's 2018-annual report, which overall gave an MREL requirement of 21.2 per cent. as of 1 January 2020. The MREL requirement was scheduled to increase to 22.2 per cent. during 2020 as a consequence of an expected increase of the countercyclical capital buffer from 1 per cent. to 2 per cent during 2020. However on 11 March 2020, the Minister for Industry, Business and Financial Affairs released the countercyclical capital buffer as a result of unrest in the financial markets due to the COVID-19 pandemic. Following release of the countercyclical capital buffer, the Issuer has received an updated MREL requirement for 2020 from the Danish FSA, which now is 20.2 per cent. and to the end of 2020.

The MREL requirement will be set annually on the basis of the entity's annual update of its individual resolution plan and it is the DFSA, following consultation with Finansiell Stabilitet, which sets the MREL requirement for each relevant entity. Later in 2020 the DFSA is expected to announce the MREL requirement to be valid from 1 January 2021 on the basis of the Issuer's 2019 annual report.

The Insolvency Hierarchy Directive

On 12 December 2017, the European Parliament and the Council of the European Union adopted Directive 2017/2399/EU amending the BRRD (the "**Insolvency Hierarchy Directive**") as regards the ranking of unsecured debt instruments in insolvency hierarchy. The Insolvency Hierarchy Directive enables banks to issue debt in a new statutory category of unsecured debt which would rank below the most senior debt and other senior liabilities for the purposes of resolution (a so-called "**Non-Preferred Senior debt**"). The directive has been transposed into national law in Denmark and was adopted by the Danish Parliament on 8 June 2018 by Act No. 706 and became effective on 1 July 2018.

The BRRD Amendment Directive

Directive (EU) 2019/879 of the European Parliament and of the Council dated 20 May 2019 and published in the Official Journal of the European Union on 7 June 2019 (the "**BRRD Amendment Directive**") includes, among other things, proposals to implement TLAC into EU legislation. The BRRD Amendment Directive entered into force on 27 June 2019. The date of application of the BRRD Amendment Directive is 18 months after its entry into force (with certain exemptions). The incorporation of the TLAC standard into the existing MREL framework is expected to provide clarity in the regulatory framework surrounding MREL and TLAC, both in terms of the framework for setting banks' requirements as well as the instruments that can be used to fulfil such requirements. The CRR as amended by way of the CRR Amendment Regulation will set the requirement for the instruments that can be used to fulfil the MREL and TLAC requirement.

Exercise of powers under the BRRD

The powers set out in the already adopted BRRD will impact how credit institutions and investment firms are managed, as well as, in certain circumstances, the rights of creditors. The BRRD outlines the priority ranking of certain deposits in an insolvency hierarchy, which required changes to the insolvency hierarchy in Denmark and which was further amended by way of the Insolvency Hierarchy Directive. The BRRD establishes a preference in the ordinary insolvency hierarchy, firstly for insured depositors and, secondly, for all other deposits of individuals and micro, small and medium-sized enterprises held in the European Economic Area or non-European Economic Area branches of a European Economic Area bank. These preferred deposits rank ahead of all other unsecured senior creditors of the Issuer in the insolvency hierarchy. Furthermore, the insolvency hierarchy could be changed in the future.

Any application of the general bail-in tool and non-viability loss absorption under the BRRD shall be in accordance with the hierarchy of claims in normal insolvency proceedings. Accordingly, the impact of such application on Noteholders will depend on their ranking in accordance with such hierarchy, including any priority given to other creditors such as depositors.

To the extent any resulting treatment of holders of Notes pursuant to the exercise of the general bail-in tool is less favourable than would have been the case under such hierarchy in normal insolvency proceedings, a holder has a right to compensation under the BRRD based on an independent valuation of the relevant entity (which is referred to as the "no creditor worse off principle" under the BRRD). Any such compensation is unlikely to compensate that holder for the losses it has actually incurred and there is likely to be a considerable delay in the recovery of such compensation. Compensation payments (if any) are also likely to be made considerably later than when amounts may otherwise have been due under the Notes.

The exercise of any power under the BRRD, or any suggestion of such exercise, could have a material adverse effect on the rights of Noteholders, the price or value of their investment in any Notes and/or the ability of the Issuer to satisfy its obligations under any Notes. Although the BRRD, as implemented, contains certain limited safeguards for creditors in specific circumstances, including in the case of senior creditors (such as the holders of Preferred Senior Notes) a safeguard that aims to ensure that they do not incur greater losses than they would have incurred had the relevant entity been wound up under normal insolvency proceedings, there can be no assurance that these safeguards will be effective if such powers

are exercised. The determination that any power under the BRRD shall be exercised or that all or a part of the principal amount of the Notes will be subject to bail-in is likely to be inherently unpredictable and may depend on a number of factors which may be outside of the Issuer's control. The application of the general bail-in tool with respect to the Notes may result in the write-down or cancellation of all, or a portion of, the principal amount of, or outstanding amount payable in respect of, and/or interest on, the Notes and/or the conversion of all, or a portion, of the principal amount of, or outstanding amount payable in respect of, or interest on, the Notes into shares or other securities or other obligations of the Issuer or another person, including by means of a variation to the terms of the Notes to give effect to such application of the general bail-in tool. Accordingly, potential investors in the Notes should consider the risk that the general bail-in tool may be applied in such a manner as to result in Noteholders losing all or a part of the value of their investment in the Notes or receiving a different security than the Notes, which may be worth significantly less than the Notes and which may have significantly fewer protections than those typically afforded to debt securities. Moreover, the relevant resolution authority may exercise its authority to apply the general bail-in tool without providing any advance notice to the Noteholders. The exercise of any power under the BRRD or any suggestion of such exercise could, therefore, materially adversely affect the rights of the relevant Noteholders, the price or value of their investment in any relevant Notes and/or the ability of the Issuer to satisfy its obligations under any relevant Notes.

Depositor Preference

As part of the reforms required by the BRRD, amendments have been made to relevant legislation in Denmark to establish a preference in the insolvency hierarchy for certain deposits that are eligible for protection by the Danish deposit guarantee scheme and the uninsured element of such deposits and, in certain circumstances, deposits made in non-EEA branches of EEA credit institutions (for these purposes, reference to EEA includes the UK). In addition, the Danish implementation of the Revised Deposit Guarantee Scheme increased the nature and quantum of insured deposits to cover a wide range of deposits, including corporate deposits (unless the depositor is a public sector body or financial institution) and some temporary high value deposits. The effect of these changes is to increase the size of the class of preferred creditors. All such preferred deposits will rank in the insolvency hierarchy ahead of all other unsecured senior creditors of the Issuer, including the holders of the Notes. Furthermore, insured deposits are excluded from the scope of the general bail-in tool. As a result, if the general bail-in tool were exercised by the relevant resolution authority, the Notes would be more likely to be bailed-in than certain other unsubordinated liabilities of the Issuer such as other preferred deposits.

FATCA

Whilst the Notes are in global form and held within Euroclear Bank SA/NV and Clearstream Banking S.A. (together, the "ICSDs"), in all but the most remote circumstances, it is not expected that FATCA will affect the amount of any payment received by the ICSDs (see *Taxation – FATCA*). However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA), provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. The Issuer's obligations under the securities are discharged once it has paid the common depository or common safekeeper for the ICSDs (as bearer holder of the securities) and the Issuer has therefore no responsibility for any amount thereafter transmitted through hands of the ICSDs and custodians or intermediaries.

Change of law

The conditions of the Notes are based on English law, Danish law (as described in Condition 18.1 (*Governing law*)), in each case in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law, Danish law or administrative practice after the date of this Prospectus.

Bearer Notes where denominations involve integral multiples: definitive Notes

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

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

Form of VP Systems Notes

VP Systems Notes issued under the Programme will not be evidenced by any physical note or document of title other than statements of account made by the VP (in the case of VP Notes). Ownership of VP Systems Notes will be recorded, and transfer effected, only through the book entry system and register maintained by the VP (in the case of VP Notes).

Because the VP Systems Notes are dematerialised securities, investors will have to rely on the relevant clearing systems' procedures for transfer, payment and communication with the Issuer. Any closure or operational difficulties in the VP (in the case of VP Notes) would therefore impact on such transfer, payment or communication.

Risks related to the market generally

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

The regulation and reform of "benchmarks" may adversely affect the value of Notes linked to or referencing such "benchmarks"

There are risks that certain benchmark rates may be administered differently or discontinued in the future, including the potential phasing-out of LIBOR after 2021, which may adversely affect the trading market for, value of and return on, Notes based on such benchmarks.

The London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**"), Copenhagen Interbank Offered Rate ("**CIBOR**") and other interest rate or other types of rates and indices which are deemed to be "benchmarks" are the subject of ongoing national and international regulatory discussions and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented.

The Benchmarks Regulation on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds was published in the Official Journal of the EU on 29 June 2016 and became applicable from 1 January 2018. The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark, within the EU. It will, among other things, (i) require benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevent certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The Benchmark Regulation could have a material impact on any Notes linked to LIBOR, EURIBOR, CIBOR or another "benchmark" rate or index, in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the terms of the Benchmark Regulation, and such changes could (amongst other things) have the effect of reducing or increasing the rate or level, or affecting the volatility of the published rate or level, of the benchmark.

More broadly, any of the international, national or other proposals for reform, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise

participating in the setting of a benchmark and complying with any such regulations or requirements. Such factors may have the following effects on certain benchmarks: (i) discourage market participants from continuing to administer or contribute to such benchmark; (ii) trigger changes in the rules or methodologies used in the benchmarks or (iii) lead to the disappearance of the benchmark.

As an example of such benchmark reforms on 27 July 2017, the UK Financial Conduct Authority announced that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021 (the "**2017 FCA Announcement**"). On 12 July 2018, the FCA further announced that the LIBOR benchmark may cease to be a regulated benchmark under the Benchmark Regulation (the "**2018 FCA Announcement**"). The 2017 FCA Announcement and the 2018 FCA Announcement indicate that the continuation of LIBOR on the current basis (or at all) cannot and will not be guaranteed after 2021.

Whilst the above announcement related to LIBOR, similar concerns may be applicable to other benchmark rates (such as EURIBOR, CIBOR, NIBOR or STIBOR). As regards EURIBOR, CIBOR, NIBOR, or STIBOR, it is not possible to predict whether, and to what extent, banks will continue to provide EURIBOR, CIBOR, NIBOR or STIBOR submissions to the administrator of EURIBOR, CIBOR, NIBOR or STIBOR going forwards. The ECB and other European authorities have discussed proposals for alternative benchmarks. For example, the ECB announced plans for a new overnight rate for interbank unsecured lending among Euro-area banks in September 2017. The impact of such an overnight rate on EURIBOR is currently unclear. In Denmark, Finance Denmark (a Danish business association for banks, mortgage banks, asset management, securities trading and investment funds in Denmark) in July 2019 published its recommendations for a DKK risk-free reference rate. The DKK risk-free reference rate will be based on overnight deposits. In the third quarter of 2019 Finance Denmark initiated data collection in order to run test calculations for the DKK risk-free reference rate. Information in respect of the test calculations was published on the website of Finance Denmark 11 February 2020 together with the a new reference rate for the DKK market named DESRT ("Denmark short-term rate"). DESRT is current subject to testing in order to obtain an overview on various reaction patterns of the reference rate. Simultaneously, Finance Denmark will analyse the possibilities to supplement the DKK risk-free reference rate with a long term DKK risk-free reference rate. The impact of such risk-free reference rates on CIBOR is currently unclear.

At this time, it is not possible to predict the effect of any establishment of alternative reference rates or any other reforms to LIBOR, EURIBOR, CIBOR, NIBOR or STIBOR that may be enacted in the relevant jurisdiction. Uncertainty as to the nature of such alternative reference rates or other reforms may adversely affect the trading market for securities linked to LIBOR, EURIBOR, CIBOR, NIBOR or STIBOR. The potential elimination of benchmarks, such as LIBOR, EURIBOR, CIBOR, NIBOR or STIBOR, the establishment of alternative reference rates or changes in the manner of administration of a benchmark could also require adjustments to the terms of benchmark-linked securities and may result in other consequences, such as interest payments that are lower than, or that do not otherwise correlate over time with, the payments that would have been made on those securities if the relevant benchmark was available in its current form.

The elimination of the LIBOR, EURIBOR, CIBOR, NIBOR or STIBOR benchmark or any other benchmark, or changes in the manner of administration of any benchmark, could require or result in an adjustment to the interest calculation provisions of the Conditions (as further described in Condition 5.9 (*Benchmark Replacement*)), or result in adverse consequences to holders of any Notes linked to such benchmark (including Floating Rate Notes whose interest rates are linked to LIBOR, EURIBOR, CIBOR, NIBOR or STIBOR or any other such benchmark that is subject to reform). Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the relevant Notes, the return on the relevant Notes and the trading market for securities (including the Notes) based on the same benchmark.

The "*Terms and Conditions of the Notes*" provide for certain fallback arrangements in the event that a published benchmark, such as LIBOR, EURIBOR, CIBOR, NIBOR or STIBOR (including any page on which such benchmark may be published (or any successor service)) becomes unavailable, including the possibility that the rate of interest could be set by reference to a successor rate or an alternative rate and that such successor rate or alternative rate may be adjusted (if required) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant benchmark. In certain circumstances the

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

Any such consequences could have a material adverse effect on the value of and return on any such Notes. Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation reforms in making any investment decision with respect to any Notes linked to or referencing a benchmark.

The secondary market generally

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

Exchange rate risks and exchange controls

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

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

Interest rate risks

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

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (the "**CRA Regulation**") from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). Certain information with respect to the credit rating agencies and ratings will be disclosed in the Final Terms.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published or are published simultaneously with this Prospectus and have been filed with the Financial Conduct Authority shall be incorporated in, and form part of, this Prospectus:

- (a) the auditor's report and audited financial statements, together with the notes thereto, of the Issuer on pages 55 to 113 of the Annual Report as at and for the financial year ended 31 December 2018, and the auditor's report and audited annual financial statements, together with the notes thereto, of the Issuer on pages 55 to 113 of the Annual Report as at and for the financial year ended 31 December 2019 respectively (the "**2018 Accounts**" and the "**2019 Accounts**" respectively);
- (b) the unaudited financial statements, together with the notes thereto, of the Issuer on pages 17 to 35 of the Q1 2019 Report as at and for the three months ended 31 March 2019 and the unaudited financial statements, together with the notes thereto, of the Issuer on pages 15 to 36 of the Q1 2020 Report as at and for the three months ended 31 March 2020; and
- (c) the Terms and Conditions of the Notes set out on pages 51 to 86 of the Prospectus dated 29 December 2009, pages 39 to 73 of the Prospectus dated 13 April 2011, pages 40 to 74 of the Prospectus dated 21 February 2012, pages 24 to 55 of the Prospectus dated 2 April 2013, pages 25 to 57 of the Prospectus dated 14 March 2014, pages 27 to 63 of the Prospectus dated 27 March 2015, pages 27 to 62 of the Prospectus dated 21 March 2016, pages 29 to 66 of the Prospectus dated 28 March 2017, pages 35 to 77 of the Prospectus dated 29 October 2018 prepared by the Issuer in connection with the Programme and pages 37 to 79 of the Prospectus dated 28 June 2019 prepared by the Issuer in connection with the Programme.

The 2018 Accounts, the 2019 Accounts and the unaudited quarterly financial statements which are incorporated by reference in this Prospectus are direct and accurate translations of the original Danish text. To the extent that there is any inconsistency between the English translations and the original Danish text, the original Danish text will prevail.

If documents which are incorporated by reference into the Prospectus themselves incorporate any information or other documents therein, either expressly or implicitly, such information or other documents shall not form part of this Prospectus for the purpose of the Prospectus Regulation, except where such information or other documents are specifically incorporated by reference into this Prospectus.

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

Copies of documents incorporated by reference in this Prospectus can be obtained from the registered office of the Issuer and from the specified office of the Paying Agent and www.landbobanken.com.

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Prospectus and, for the avoidance of doubt, unless specifically incorporated by reference into this Prospectus, information contained on the website does not form part of this Prospectus.

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

FORM OF THE NOTES

The Notes of each Tranche will be either Bearer Notes, with or without interest coupons attached, or VP Systems Notes, in each case as specified in the relevant Final Terms.

Any reference in this section "*Form of the Notes*" to Euroclear, Clearstream, Luxembourg and/or the VP shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Agent and/or the VP Issuing Agent, as applicable and specified in the applicable Final Terms.

Bearer Notes

Each Tranche of Bearer Notes will initially be issued in the form of a temporary global note (a "**Temporary Global Note**") or, if so specified in the applicable Final Terms, a permanent global note (a "**Permanent Global Note**") which, in either case, will:

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

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

On and after the date (the "**Exchange Date**") which is 40 days after a Temporary Global Note is issued, interests in such Temporary Global Note will be exchangeable (free of charge) upon a request as described therein either for (a) interests in a Permanent Global Note of the same Series or (b) definitive Notes of the same Series with, where applicable, receipts, interest coupons and talons attached (as indicated in the applicable Final Terms and subject, in the case of definitive Notes, to such notice period as is specified in the applicable Final Terms), in each case against certification of beneficial ownership as described above unless such certification has already been given. The holder of a Temporary Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Note for an interest in a Permanent Global Note or for definitive Notes is improperly withheld or refused. The exchange upon expiry of a period of notice or at any time options referred to below should not be expressed to be applicable if the Specified Denomination of the relevant Notes includes language substantially to the following effect: "€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000". Furthermore, such Specified Denomination construction is not permitted in relation to any issuance of Notes which is to be represented on issue by a Temporary Bearer Global Notes exchangeable for Definitive Notes.

Payments of principal, interest (if any) or any other amounts on a Permanent Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Global Note if the Permanent Global Note is not intended to be issued in NGN form) without any requirement for certification.

The applicable Final Terms will specify that a Permanent Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Notes with, where applicable, receipts, interest coupons and talons attached upon either (a) upon the occurrence of an Exchange Event or (b) at any time at the request of the Issuer. For these purposes, "**Exchange Event**" means that (i) an Event of Default (as defined in Condition 10 (*Events of Default*)) has occurred and is continuing, or (ii) the Issuer has been

notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 15 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Global Note in definitive form. The Issuer will promptly give notice to Noteholders in accordance with Condition 14 (*Notices*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Note) may give notice to the Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Agent.

The following legend will appear on all Bearer Notes which have an original maturity of more than 365 days and on all receipts and interest coupons relating to such Bearer Notes:

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

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

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

General

Pursuant to the Agency Agreement (as defined under "*Terms and Conditions of the Notes*"), the Agent shall arrange that, where a further Tranche of Bearer Notes is issued which is intended to form a single Series with an existing Tranche of Bearer Notes, the Bearer Notes of such further Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN assigned to Bearer Notes of any other Tranche of the same Series until at least the expiry of the distribution compliance period (as defined in Regulation S under the Securities Act) applicable to the Bearer Notes of such Tranche.

A Note may be accelerated by the holder thereof in certain circumstances described in and subject to Condition 10 (*Events of Default*). In such circumstances, where any Bearer Note is still represented by a Global Note and the Global Note (or any part thereof) has become due and repayable in accordance with the Terms and Conditions of such Notes and payment in full of the amount due has not been made in accordance with the provisions of the Global Note then the Global Note will become void at 8.00 p.m. (London time) on such day. At the same time, holders of interests in such Global Note credited to their accounts with Euroclear and/or Clearstream, Luxembourg, as the case may be, will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear and/or Clearstream, Luxembourg on and subject to the terms of a deed of covenant (the "**Deed of Covenant**") dated 24 June 2020 and executed by the Issuer.

VP Systems Notes

Each Tranche of VP Systems Notes will be issued in uncertificated and dematerialised book entry form. No VP Systems Note will be issued in global or definitive form. The holder of a VP Systems Note will be the person evidenced as such by a book entry in the VP system (in the case of VP Notes). Where a nominee is so evidenced, it shall be treated as the holder of the relevant VP Systems Note.

Ownership of the VP Systems Notes will only be recorded and transfers effected only through the book entry system and register maintained by the VP (in the case of VP Notes).

On the issue of such VP Systems Notes, the Issuer will send a copy of the relevant Final Terms to the Agent and the VP Issuing Agent. On delivery of the relevant Final Terms by the VP Issuing Agent (in the case of VP Notes) to the VP and notification to the VP of the subscribers and their VP account details by the relevant Dealers.

Settlement of sale and purchase transactions in respect of VP Systems Notes in the VP (in the case of VP Notes) will take place in accordance with market practice at the time of the transaction. Transfers of interests in the VP Systems Notes will take place in accordance with the rules and procedures for the time being of the VP (in the case of VP Notes).

Eurosystem Eligibility

The Final Terms in respect of an issue of Notes will confirm (in paragraph 6(vii) of Part B) whether or not such Notes are to be intended to be held in a manner which would allow Eurosystem eligibility.

The designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper (and may be registered in the name of a nominee of one of the ICSDs acting as common safekeeper, in the case of registered notes) and does not necessarily mean that the Notes will be recognized as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life.

Where the designation is specified as "no" at the date of the Final Terms, then (should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them) the Notes may then be deposited with one of the ICSDs as common safekeeper (and may be registered in the name of a nominee of one of the ICSDs acting as common safekeeper, in the case of registered notes). Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life.

In each case, such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

FORM OF FINAL TERMS

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

MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.

[PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS - The Notes are not intended, from 1 January 2018, to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**") or in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2016/97/EU ("**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPS Regulation.]

[Date]

RINGKJØBING LANDBOBANK AKTIESELSKAB

**Legal entity identifier (LEI):
2138002M5U5K4OUMV62**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €2,000,000,000
Euro Medium Term Note Programme**

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 24 June 2020 [, as supplemented by [a] supplement[s] to the Prospectus dated [•],] [which constitutes a base prospectus (the "**Prospectus**") for the purposes of Regulation (EU) 2017/1129 (as amended or superseded, the "**Prospectus Regulation**")]. This document constitutes the Final Terms of the Notes described herein [for the purposes of Article 8 of the Prospectus Regulation] and must be read in conjunction with such Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus. The Prospectus is available for viewing [on the website of the Regulatory News Service operated by the London Stock Exchange, www.londonstockexchange.com] and at the registered office of the Issuer and at the specified offices of the [Agent/VP Issuing Agent] during normal business hours and copies may be obtained from the registered office of the Issuer and the specified offices of the [Agent/VP Issuing Agent].

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date.]

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Prospectus dated [original date] which are incorporated by reference in the Prospectus dated 24 June 2020 and are attached hereto. This document constitutes the Final Terms of the Notes described herein [for the purposes of Article 8 of Regulation (EU) 2017/1129 (as amended or superseded, the "**Prospectus Regulation**")] and must be read in conjunction with the Prospectus dated 24

June 2020 [, as supplemented by [a] supplement[s] to the Prospectus dated [•,] [which constitutes a base prospectus for the purposes of the Prospectus Regulation]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus dated 24 June 2020 [, as supplemented by [a] supplement[s] to the Prospectus dated [•,]. Copies of such Prospectus are available for viewing [on the website of the Regulatory News Service operated by the London Stock Exchange, www.londonstockexchange.com/exchange/news/market-news/market-news-home.html,] and at the registered office of the Issuer and at the specified offices of the [Agent/VP Issuing Agent] during normal business hours and copies may be obtained from the registered office of the Issuer and the specified offices of the [Agent/VP Issuing Agent].

1. (a) Series Number: []
- (b) Tranche Number: []
- (c) Date on which the Notes become fungible: Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [] on [[]/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [] below [which is expected to occur on or about []]
2. Specified Currency: []
3. Aggregate Nominal Amount:
 - (a) Series: []
 - (b) Tranche: []
4. Issue Price: [] per cent. of the Aggregate Nominal Amount [plus accrued interest from []]
5. (a) Specified Denominations: []
- (b) Calculation Amount: []
6. (a) Issue Date: []
- (b) Interest Commencement Date: [Issue Date/Not Applicable/other]
7. Maturity Date: []
8. Interest Basis: [[] per cent. Fixed Rate]
[[LIBOR/CIBOR/EURIBOR/NIBOR/STIBOR]
+/- [] per cent. Floating Rate]
[Zero Coupon]
9. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed [on the Maturity Date at par/ in instalments on each Instalment Date (see further item 24 below)]
10. Change of Interest Basis or Redemption/Payment Basis: [Not Applicable/[]]
11. Put/Call Options: [Not Applicable]
[Investor Put]
[Issuer Call]

[Clean-Up Call]

- [MREL Disqualification Event Redemption Option]
12. (a) Status of the Notes: [Preferred Senior/ Non-Preferred Senior/ Subordinated]
- (b) [Date [Board] approval for issuance of Notes obtained: [] [and [] , respectively]]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. Fixed Rate Note Provisions [Applicable/Not Applicable]
- (a) Rate[(s)] of Interest: [] per cent. per annum [payable [annually/semi-annually/ quarterly/other] in arrear]
- (b) Interest Payment Date(s): [] in each year [adjusted for payment purposes only in accordance with the [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]/, not adjusted]
- (c) Fixed Coupon Amount(s): [] per Calculation Amount
(Applicable to Notes in definitive form.)
- (d) Broken Amount(s): Not Applicable/[] per Calculation Amount, payable on the Interest Payment Date falling [in/on] []
(Applicable to Notes in definitive form.)
- (e) Day Count Fraction: []
- (f) [Determination Date(s): Not Applicable/[] in each year]
14. Floating Rate Note Provisions [Applicable/Not Applicable]
- (a) Specified Period(s)/Specified Interest Payment Dates: []
(N.B. In the case of Reset Notes with a Floating Rate Note in a Reset Period, indicate the Reset Period to which the Floating Rate will apply. Thereafter in this paragraph indicate the Floating Rate Note provisions that will apply to each floating rate period)
- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention]
- (c) Additional Business Centre(s): []
- (d) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination]
- (e) Party responsible for calculating the Rate of Interest and Interest Amount: [Agent/other]

- (f) Screen Rate Determination:
- Reference Rate: [LIBOR/CIBOR/EURIBOR/NIBOR/STIBOR]
 - Interest Determination Date(s): []
 - Relevant Screen Page: []
 - Relevant Time: [] in the Relevant Financial Centre
- (g) ISDA Determination:
- Floating Rate Option: []
 - Designated Maturity: []
 - Reset Date: []
- (h) Linear Interpolation Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)
- (i) Margin(s): [+/-] [] per cent. per annum
- (j) Minimum Rate of Interest: Not Applicable/[] per cent. per annum
- (k) Maximum Rate of Interest: Not Applicable/[] per cent. per annum
- (l) Day Count Fraction: [Actual/Actual (ISDA)
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
30/360
30E/360
30E/360 (ISDA)]
15. Reset Note Provisions: [Applicable/Not Applicable]
- (i) Initial Rate of Interest: See [Fixed/Floating] Rate Note provisions above
- (ii) First Reset Margin: [Plus/Minus][•] per cent. per annum
- (iii) Subsequent Reset Margins: [[Plus/Minus][•] per cent. per annum/Not Applicable]
- (iv) Interest Payment Date(s): [•] in each year
- (v) Fixed Coupon Amount up to (but excluding) the First Reset Date: [[•] per Calculation Amount/Not Applicable]
- (N.B. The Fixed Coupon Amount for an issue of Subordinated Notes will not apply if the Calculation Amount has been adjusted or if any accrued but unpaid amount of interest has been reduced and/or cancelled, as applicable, as described in the Conditions)*
- (vi) Broken Amount(s) up to (but excluding) the First Reset Date: [Not Applicable/[•] per Calculation Amount payable on [•]

(Insert particulars of any initial broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)])

(N.B. The Broken Amount for an issue of Subordinated Notes will not apply if the Calculation Amount has been adjusted or if any accrued but unpaid amount of interest has been reduced and/or cancelled, as applicable, as described in the Conditions)

- (vii) First Reset Date: [•]
 - (viii) Subsequent Reset Date(s): [[•] [and [•]]/Not Applicable]
 - (ix) Relevant Screen Page: [•]
 - (x) Mid-Swap Rate: [Single Mid-Swap Rate/Mean Mid-Swap Rate]
 - (xi) Mid-Swap Rate Conversion: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraph of this paragraph)*
- Original Mid-Swap Rate Basis: [Annual/Semi-annual/Quarterly/Monthly]
 - (xii) Mid-Swap Floating Leg Maturity: [•]
 - (xiii) Reset Determination Date(s): [•]
- (specify in relation to each Reset Date)*
- (xiv) Relevant Time: [•]
 - (xv) Day Count Fraction: [30/360]/[Actual/Actual (ICMA)]/[Actual/365 (Fixed)]
 - (xvi) Calculation Agent: [•]
16. Zero Coupon Note Provisions [Applicable/Not Applicable]
- (a) Accrual Yield: [] per cent. per annum
 - (b) Reference Price: []

PROVISIONS RELATING TO REDEMPTION

17. Issuer Call: [Applicable/Not Applicable]
- (a) Optional Redemption Date(s): []
 - (b) Optional Redemption Amount: [[] per Calculation Amount]
 - (c) If redeemable in part:
 - (i) Minimum Redemption Amount: []
 - (ii) Maximum Redemption Amount: []
 - (d) Notice period: []

18. Clean-up Call Option [Applicable/Not Applicable]
- (i) Clean-up Call Redemption Amount: [•]
- (ii) Notice Period: [•]
19. Investor Put: [Applicable/Not Applicable]
- (a) Optional Redemption Date(s): []
- (b) Optional Redemption Amount: [[] per Calculation Amount]
- (c) Notice period: []
20. MREL Disqualification Event Redemption Option: [Applicable/Not Applicable]
21. Final Redemption Amount: [[] per Calculation Amount]
22. Early Redemption Amount payable on redemption for taxation reasons or on event of default if different from the principal amount of the Notes: [[] per Calculation Amount]
23. Early Redemption Amount (MREL Disqualification Event) [[] per Calculation Amount][Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. Form of Notes:
- (a) Form: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes only upon an Exchange Event]
- [Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]
- [Permanent Global Note exchangeable for Definitive Notes [only upon an Exchange Event/at any time at the request of the Issuer]]
- [VP Systems Notes issued in uncertificated and dematerialised book entry form. See further item 8 of Part B below]
- (b) New Global Note: [Yes/No]
25. Additional Financial Centre(s) or other special provisions relating to Payment Days: [Not Applicable/[]]
26. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/The Talons Mature on []/No]
27. Details relating to Instalment Notes:
- (a) Instalment Amount(s): [Not Applicable/[]]
- (b) Instalment Date(s): [Not Applicable/[]]

28. Redenomination applicable: Redenomination [not] applicable
29. VP Notes: [Not Applicable/[]]
- [The Issuer shall be entitled to obtain information from the register maintained by the VP [for the purpose of the meetings of Noteholders/for the purposes of performing its obligations under the issue of VP Notes]]
30. MREL Disqualification Event Substitution/Variation Option: [Applicable/Not Applicable]
31. Substitution and variation for Subordinated Notes [Applicable/Not Applicable]

SIGNATURE

Signed on behalf of Ringkjøbing Landbobank Aktieselskab:

By:
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing and Admission to trading Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's regulated market and to be listed on the Official List of the UK Listing Authority with effect from [].
- (ii) Estimate of total expenses related to admission to trading: []

2. RATINGS

- Ratings: [The Notes to be issued have not been rated] /
[The Notes to be issued have been rated:]
- [Moody's Investors Service Ltd: []]
- [[Insert the legal name of the relevant credit rating agency entity] is established in the [European Union] [United Kingdom] and is registered under Regulation (EC) No. 1060/2009 (as amended).]*
- [Include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*

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

[]

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- [(i) Reasons for the offer []
- [(ii)] Estimated net proceeds: []

5. YIELD *(Fixed Rate Notes only)*

Indication of yield: []

6. OPERATIONAL INFORMATION

- (i) ISIN Code: []
- (ii) Common Code: []
- (iii) [FISN [See the website of the Association of National Numbering Agencies (ANNA) or alternatively source from the responsible National Numbering Agency that assigned the ISIN /Not Applicable / Not Available]

- (iv) [CFI Code] [See the website of the Association of National Numbering Agencies (ANNA) or alternatively source from the responsible National Numbering Agency that assigned the ISIN / Not Applicable / Not Available]
- (If the FISN and/or CFI code is not required or requested, it/they should be specified to be "Not Applicable")
- (v) Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [Not Applicable/[]/ VP Securities A/S Denmark, VP identification number []]
- (vi) Delivery: Delivery [against/free of] payment
- (vii) Names and addresses of additional Paying Agent(s) (if any): []
- (viii) VP Issuing Agent: [[]/Not Applicable]
- (ix) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,] [include this text for registered notes]] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]
- [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,][include this text for registered notes]]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]
- Relevant Benchmark[s]: [[specify benchmark] is provided by [administrator legal name]][repeat as necessary]. As at the date hereof, [[administrator legal name][appears]/[does not appear]][repeat as necessary] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of

the Benchmark Regulation)/[As far as the Issuer is aware, as at the date hereof, *[specify benchmark]* does not fall within the scope of the Benchmark Regulation by virtue of Article 2 of the Benchmark Regulation] OR [the transitional provisions in Article 51 of the Benchmark Regulation apply], such that *[administrator legal name]* is not currently required to obtain authorisation or registration (or if, if located outside the European Union, recognition, endorsement or equivalence)/[Not Applicable]

7. DISTRIBUTION

- (i) If syndicated, names of Managers: [Not Applicable/[]]
- (ii) Date of [Subscription] Agreement: []
- (iii) Stabilising Manager(s): [Not Applicable/[]]
- (iv) Delivery: Delivery [against/free of] payment
- (v) If non syndicated, name of relevant Dealer: [Not Applicable/[]]
- (vi) U.S. Selling Restrictions: [TEFRA D Rules/TEFRA C Rules/TEFRA not applicable]
- (vii) Prohibition of Sales to EEA and UK Retail Investors: [Applicable/Not Applicable]
- (viii) Prohibition of sales to Belgian Consumers [Applicable/Not Applicable]

[THIRD PARTY INFORMATION]

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

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The following Terms and Conditions will, whenever the context so permits, also apply to each VP Systems Note. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note and shall apply as aforesaid to VP Systems Notes. Reference should be made to "Form of the Notes" for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Notes.

This Note is one of a Series (as defined below) of Notes issued by Ringkjøbing Landbobank Aktieselskab (the "**Issuer**") pursuant to the Agency Agreement (as defined below) or the VP Issuing Agency Agreement (as defined below), as applicable.

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

- (a) in relation to any Notes issued in bearer form ("Bearer Notes") represented by a global Note (a "Global Note"), units of each Specified Denomination in the Specified Currency;
- (b) any Global Note;
- (c) any definitive Bearer Notes issued in exchange for a Global Note; and
- (d) Notes cleared through the Danish Securities Centre (Da. "VP Securities A/S") ("VP Notes" or "VP System Notes" and the "VP" respectively) which are in uncertificated book entry form in accordance with Consolidated Act No. 377 of 2 April 2020 on Capital Markets (the "Capital Markets Act"), as amended from time to time, and Executive Orders issued thereunder and Executive Order No. 1175 of 31 October 2017 on, inter alia, the registration of fund assets in a securities centre (CSD) (Da. "Bekendtgørelse om registrering m.v. af fondsaktiver i en værdipapircentral (CSD)") ("Danish VP Registration Order").

The Bearer Notes, the Receipts (as defined below) and the Coupons (as defined below) have the benefit of an Amended and Restated Agency Agreement (such Agency Agreement as further amended and/or supplemented and/or restated from time to time, the "**Agency Agreement**") dated 24 June 2020 and made between the Issuer, BNP Paribas Securities Services, Luxembourg Branch as issuing and principal paying agent and agent bank (the "**Agent**", which expression shall include any successor agent) and the other paying agents named therein (together with the Agent, the "**Paying Agents**", which expression shall include any additional or successor paying agents).

The Issuer will from time to time, as indicated in the Final Terms, appoint a VP Issuing Agent (the "**VP Issuing Agent**", which expression shall include any successor VP Issuing Agent) to act as the agent of the Issuer in respect of all dealings with the VP in respect of each Series of VP Notes. The Issuer and the VP Issuing Agent will, in respect of each Series of VP Systems Notes, enter into a VP Issuing Agency Agreement (the "**VP Issuing Agency Agreement**"). The VP Systems Notes of the relevant Series will have the benefit of such VP Issuing Agency Agreement and, to the extent specified therein, the Agency Agreement.

Interest bearing definitive Bearer Notes have interest coupons ("**Coupons**") and, in the case of Notes which, where issued in definitive form have more than 27 interest payment remaining, talons for further Coupons ("**Talons**") attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Definitive Notes repayable in instalments have receipts ("**Receipts**") for the payment of the instalments of principal (other than the final instalment) attached on issue. Global Notes do not have Receipts, Coupons or Talons attached on issue.

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on or, in the case of VP Systems Notes, incorporated into this Note which complete these Terms and Conditions (the "**Conditions**"). References to the "**applicable Final Terms**"

are to Part A of the Final Terms (or the relevant provisions thereof) which is, in the case of Bearer Notes, attached to or endorsed on or, in the case of VP Systems Notes, incorporated into this Note.

Any reference to "**Noteholders**" or "**holders**" shall, in relation to any Bearer Notes, mean the holders of the Bearer Notes and shall, in relation to any Notes represented by a Global Note, be construed as provided below. Any reference herein to **Receipholders** shall mean to the holders of the Receipts and any reference herein to "**Couponholders**" shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons. VP Systems Notes are in uncertificated and dematerialised book entry form and any reference in the Conditions to Receipts, Coupons and Talons shall not apply to VP Systems Notes.

As used herein, "**Tranche**" means Notes which are identical in all respects (including as to listing and admission to trading) and "**Series**" means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

In respect of any Bearer Notes, the Receipholders, Noteholders and the Couponholders are entitled to the benefit of the Deed of Covenant (the "**Deed of Covenant**") dated 24 June 2020 and made by the Issuer. The original of the Deed of Covenant is held by the common depository for Euroclear (as defined below) and Clearstream, Luxembourg (as defined below).

Copies of the Agency Agreement and the Deed of Covenant are available for inspection during normal business hours at the specified office of each of the Paying Agents. Copies of the applicable Final Terms (and, in the case of VP Systems Notes, the applicable VP Issuing Agency Agreement) are available for viewing at the registered office of the Issuer and of the Agent (in the case of Bearer Notes) or the VP Issuing Agent (in the case of VP Systems Notes) and copies may be obtained from those offices save that, if this Note is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Regulation, the applicable Final Terms (and, in the case of VP Systems Notes, the applicable VP Issuing Agency Agreement) will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer and the relevant Paying Agent (in the case of Bearer Notes) or the VP Issuing Agent (in the case of VP Systems Notes) as to its holding of such Notes and identity. The Noteholders, the Receipholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement (but, in the case of VP Systems Notes, only to the extent specified in the VP Issuing Agency Agreement), the Deed of Covenant (in the case of Bearer Notes), the applicable VP Issuing Agency Agreement (in the case of VP Systems Notes) and the applicable Final Terms which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement (and, in the case of VP Systems Notes, the applicable VP Issuing Agency Agreement).

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

1. **FORM, DENOMINATION AND TITLE**

- 1.1 The Notes are in bearer form or, in the case of VP Systems Notes, in uncertificated and dematerialised book entry form, as specified in the relevant Final Terms and, in the case of definitive Notes, serially numbered, in the Specified Currency and the Specified Denomination(s). Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

Bearer Notes may not be exchanged for VP Systems Notes and *vice versa*.

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

This Note may be an Instalment Note depending upon the Redemption/Payment Basis shown in the applicable Final Terms.

This Note may also be a Preferred Senior Note, a Non-Preferred Senior Note or a Subordinated Note as indicated in the applicable Final Terms.

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

Subject as set out below, title to the Bearer Notes, Receipts and Coupons will pass by delivery. The Issuer and the Paying Agents will (except as otherwise required by law) deem and treat the bearer of any Bearer Note, Receipt or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph.

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

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

- 1.2 In the case of a VP Systems Note, the person evidenced as the holder of such VP Systems Note by a book entry in the book entry system and register maintained by the VP (in the case of VP Notes) shall be treated by the Issuer, the Agent, the VP Issuing Agent and any other Paying Agent as the holder of such Notes for all purposes and expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall be construed accordingly. Ownership of the VP Systems Notes will be transferred by registration in the register between the direct or nominee accountholders at the VP (in the case of VP Notes) in accordance with the rules and procedures of the VP (in the case of VP Notes) from time to time. Where a nominee is so evidenced, it shall be treated by the Issuer, the Agent, the VP Issuing Agent and any other Paying Agent as the holder of the relevant VP Systems Note.

VP is entitled to provide the Issuer or any person authorised by the Issuer to receive such information on its behalf, including, but not limited to, the VP Issuing Agent with information about the identity of a Holder of VP Systems Notes at a specified time following a request by the Issuer or such authorised person. Such information may include the name, address and other contact details of the Holder of the VP Systems Notes, the date of the registration with VP, the amount of VP Systems Notes held by such holder and any other relevant account information.

VP Systems Notes will be issued in uncertificated and dematerialised book entry form and no global or definitive Notes will be issued in respect thereof and the Conditions shall be construed accordingly.

2. STATUS OF THE NOTES AND SUBORDINATION

2.1 Status of the Preferred Senior Notes

This Condition 2.1 only applies to Preferred Senior Notes.

The Preferred Senior Notes and any relative Receipts and Coupons are direct, unconditional, unsubordinated and (subject to the provisions of Condition 3 (*Negative Pledge*)) unsecured obligations of the Issuer and rank:

- (i) *pari passu* without any preference among themselves;
- (ii) at least *pari passu* with all other senior unsecured obligations (other than subordinated obligations, if any) of the Issuer (save for certain obligations required to be preferred by law, including obligations benefitting from preferred ranking to the Preferred Senior Notes), from time to time outstanding; and
- (iii) senior to any Non-Preferred Senior Obligations of the Issuer as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer.

2.2 Status of the Non-Preferred Senior Notes

This Condition 2.2 only applies to Non-Preferred Senior Notes.

The Non-Preferred Senior Notes constitute Non-Preferred Senior Obligations of the Issuer.

The Non-Preferred Senior Notes and any Receipts and/or Coupons relating to them constitute direct and unsecured obligations of the Issuer and rank:

- (i) *pari passu* without any preference among themselves;
- (ii) *pari passu* with any other obligation or instruments of the Issuer that rank or are expressed to rank equally with the Non-Preferred Senior Notes (including any other Non-Preferred Senior Obligations of the Issuer), in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer;
- (iii) senior to holders of the ordinary shares and any other obligations or capital instruments that rank or are expressed to rank junior to the Non-Preferred Senior Notes, or any obligations pursuant to Section 98 of the Danish Bankruptcy Act, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer; and
- (iv) junior to present or future claims of (a) depositors of the Issuer, (b) unsubordinated creditors of the Issuer pursuant to Section 97 of the Danish Bankruptcy Act and (c) any other unsubordinated creditors of the Issuer that are not creditors in respect of Non-Preferred Senior Obligations of the Issuer, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer.

"**Non-Preferred Senior Obligations**" means any unsubordinated and unsecured liabilities of the Issuer which rank below (i) any Preferred Senior Notes issued by the Issuer and (ii) any obligations of the Issuer that rank *pari passu* with any Preferred Senior Notes upon an insolvency of the Issuer in accordance with section 13(3) of the Danish Recovery and Resolution Act.

2.3 Status of the Subordinated Notes

This Condition 2.3 only applies to Subordinated Notes.

The Subordinated Notes (Da. "*Supplerende kapital/Kapitalbeviser*") and any Receipts and/or Coupons relating to them constitute direct, unconditional, unsecured and subordinated obligations of the Issuer. The Subordinated Notes and the Receipts and the Coupons relating to

them constitute Tier 2 capital (Da. "*supplerende kapital*") within the meaning of the CRR (the "**Tier 2 Capital**") and rank and will rank:

- (i) *pari passu* without any preference among themselves;
- (ii) *pari passu* with (a) all other present and future Tier 2 Capital of the Issuer and (b) any other obligations or capital instruments of the Issuer that rank or are expressed to rank equally with the Subordinated Notes, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer;
- (iii) senior to the share capital of the Issuer and any debt instrument issued by the Issuer and qualifying for treatment as Additional Tier 1 capital (Da. "*hybrid kernekapital*") within the meaning of the CRR, in the event of a distribution of assets in the liquidation or bankruptcy of the Issuer.
- (iv) junior to present or future claims of (a) unsubordinated creditors of the Issuer and (b) subordinated creditors of the Issuer other than the present or future claims of creditors that rank or are expressed to rank *pari passu* with or junior to the Subordinated Notes.

2.4 **No right of set-off or counterclaim**

This Condition 2.4 only applies to Non-Preferred Senior Notes and Subordinated Notes.

In accordance with Danish law, no Noteholder, who shall in the event of the liquidation or bankruptcy of the Issuer be indebted to the Issuer, shall be entitled to exercise any right of set-off or counterclaim against moneys owed by the Issuer in respect of the Notes held by such Noteholder.

3. **NEGATIVE PLEDGE**

This Condition 3 only applies to Preferred Senior Notes.

3.1 **Negative Pledge**

So long as any of the Preferred Senior Notes and/or related Receipts or Coupons remain outstanding (as defined in the Agency Agreement), the Issuer will ensure that no Relevant Indebtedness of the Issuer or any of its Subsidiaries (as defined in Condition 10.3 (*Definitions*)) will be secured by any mortgage, charge, lien, pledge or other security interest (each a "**Security Interest**"), other than a Permitted Security Interest, upon, or with respect to, any of the present or future business, undertaking, assets or revenues (including any uncalled capital) of the Issuer or any of its Subsidiaries unless the Issuer shall, in the case of the creation of the Security Interest, before or at the same time and, in any other case, promptly, take any and all action necessary to ensure that:

- (i) all amounts payable by it under the Preferred Senior Notes and the Receipts and the Coupons are secured by the Security Interest equally and rateably with the Relevant Indebtedness; or
- (ii) such other Security Interest or other arrangement (whether or not it includes the giving of a Security Interest) is provided as is approved by an Extraordinary Resolution (as defined in the Agency Agreement or the VP Issuing Agency Agreement, as applicable) of the Noteholders.

3.2 **Interpretation**

For the purposes of these Conditions:

"**Covered Bonds**" means bonds, notes or other securities (however defined) issued by the Issuer pursuant to and in accordance with the Danish Financial Business Act and secured on a segregated pool of assets pursuant to the Danish Financial Business Act;

"Permitted Security Interest" means (i) any Security Interest which is created pursuant to any securitisation, asset-backed financing or like arrangement in accordance with normal market practice and whereby the amount of indebtedness secured by such Security Interest or, in respect of which any guarantee or indemnity is secured by such Security Interest, is limited to the value of the assets secured and (ii) any Security Interest arising by operation of law provided any such Security Interest was not created in contemplation of such acquisition and the principal amount secured has not been increased in contemplation of or since such acquisition; and

"Relevant Indebtedness" means (a) any present or future indebtedness (whether being principal, premium, interest or other amounts) for or in respect of any notes, bonds, debentures, debenture stock, loan stock or other securities (other than Covered Bonds) which are for the time being quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter or other securities market, and (b) any guarantee or indemnity in respect of any such indebtedness.

4. **REDENOMINATION**

4.1 **Redenomination**

Where redenomination is specified in the applicable Final Terms as being applicable, the Issuer may, without the consent of the Noteholders, the Receiptholders and the Couponholders on giving prior notice to the Agent, Euroclear and Clearstream, Luxembourg, or the VP Issuing Agent, the VP, as applicable, and at least 30 days' prior notice to the Noteholders in accordance with Condition 14 (*Notices*), elect that, with effect from the Redenomination Date specified in the notice, the Notes shall be redenominated in euro.

The election will have effect as follows:

- (a) the Notes and the Receipts shall be deemed to be redenominated in euro in the denomination of euro 0.01 with a nominal amount for each Note and Receipt equal to the nominal amount of that Note or Receipt in the Specified Currency, converted into euro at the Established Rate, **provided that**, if the Issuer determines, with the agreement of the Agent or the VP Issuing Agent, as applicable, that the then market practice in respect of the redenomination in euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, the stock exchange (if any) on which the Notes may be listed and the Paying Agents of such deemed amendments;
- (b) save to the extent that an Exchange Notice has been given in accordance with paragraph (d) under, the amount of interest due in respect of the Notes will be calculated by reference to the aggregate nominal amount of Notes held (or, as the case may be, in respect of which Coupons are presented for payment) by the relevant holder and the amount of such payment shall be rounded down to the nearest euro 0.01;
- (c) if definitive Notes are required to be issued after the Redenomination Date, they shall be issued at the expense of the Issuer (i) in the case of Relevant Notes in the denomination of euro 100,000 and/or such higher amounts as the Agent or the VP Issuing Agent, as applicable, may determine and notify to the Noteholders and any remaining amounts less than euro 100,000 shall be redeemed by the Issuer and paid to the Noteholders in euro in accordance with Condition 7 (*Redemption and Purchase*); and (ii) in the case of Notes which are not Relevant Notes, in the denominations of euro 1,000, euro 10,000, euro 100,000 and (but only to the extent of any remaining amounts less than euro 1,000 or such smaller denominations as the Agent or the VP Issuing Agent, as applicable, may approve) euro 0.01 and such other denominations as the Agent or the VP Issuing Agent, as applicable, shall determine and notify to the Noteholders;
- (d) if issued prior to the Redenomination Date, all unmatured Coupons denominated in the Specified Currency (whether or not attached to the Notes) will become void with effect from the date on which the Issuer gives notice (the "**Exchange Notice**") that replacement euro-denominated Notes, Receipts and Coupons are available for exchange (**provided that** such securities are so available) and no payments will be made in respect of them.

The payment obligations contained in any Notes and Receipts so issued will also become void on that date although those Notes and Receipts will continue to constitute valid exchange obligations of the Issuer. New euro-denominated Notes, Receipts and Coupons will be issued in exchange for Notes, Receipts and Coupons denominated in the Specified Currency in such manner as the Agent or the VP Issuing Agent, as applicable, may specify and as shall be notified to the Noteholders in the Exchange Notice. No Exchange Notice may be given less than 15 days prior to any date for payment of principal or interest on the Notes;

- (e) after the Redenomination Date, all payments in respect of the Notes, the Receipts and the Coupons, other than payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in euro as though references in the Notes to the Specified Currency were to euro. Payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque;
- (f) if the Notes are Fixed Rate Notes and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on an Interest Payment Date, it will be calculated:
 - (i) in the case of the Notes represented by a Global Note, by applying the Rate of Interest to the aggregate outstanding nominal amount of the Notes represented by such Global Note; and
 - (ii) in the case of definitive Notes or VP Systems Notes, by applying the Rate of Interest to the Calculation Amount;

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

- (g) if the Notes are Floating Rate Notes, the applicable Final Terms will specify any relevant changes to the provisions relating to interest; and
- (h) such other changes shall be made to this Condition 4 as the Issuer may decide, after consultation with the Agent or the VP Issuing Agent, as applicable, and as may be specified in the notice, to conform it to conventions then applicable to instruments denominated in euro.

4.2 Definitions

In the Conditions, the following expressions have the following meanings:

"Calculation Amount" is the amount to be determined by the Issuer for the purpose of calculating the amount of interest payable per Specified Denomination.

"Established Rate" means the rate for the conversion of the Specified Currency (including compliance with rules relating to roundings in accordance with applicable European Union regulations) into euro established by the Council of the European Union pursuant to Article 140 of the Treaty;

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

"Redenomination Date" means (in the case of interest bearing Notes) any date for payment of interest under the Notes or (in the case of Zero Coupon Notes) any date, in each case specified by

the Issuer in the notice given to the Noteholders pursuant to Condition 4.1 (*Redenomination*) above and which falls on or after the date on which the country of the Specified Currency first participates in the third stage of European economic and monetary union;

"Relevant Notes" means all Notes where the applicable Final Terms provide for a minimum Specified Denomination in the Specified Currency which is equivalent to at least euro 100,000 and which are admitted to trading on a regulated market in the European Economic Area; and

"Treaty" means the Treaty on the Functioning of the European Union, as amended.

5. INTEREST

5.1 Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest from (and including or, in the case of VP Systems Notes, but excluding) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest specified in the final terms. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

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

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

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

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

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

"Day Count Fraction" means, in respect of the calculation of an amount of interest in accordance with this Condition 5.1:

- (a) if **"Actual/Actual (ICMA)"** is specified in the applicable Final Terms:
 - (i) in the case of Notes where the number of days in the relevant period from (and including or, in the case of VP Systems Notes, but excluding) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding or, in the case of VP Systems Notes, and including) the relevant payment date (the **"Accrual Period"**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such

- Determination Period and (II) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
- (ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
 - (B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
 - (b) if "**30/360**" is specified in the applicable Final Terms, the number of days in the period from (and including or, in the case of VP Systems Notes, but excluding) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding or, in the case of VP Systems Notes, and including) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

In the Conditions:

"Determination Period" means each period from (and including or, in the case of VP Systems Notes, but excluding) a Determination Date to (but excluding or, in the case of VP Systems Notes, and including) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

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

5.2 Interest on Floating Rate Notes

(a) *Interest Payment Dates*

Each Floating Rate Note bears interest from (and including or, in the case of VP Systems Notes, but excluding) the Interest Commencement Date and such interest will be payable in arrear on either:

- (i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an "**Interest Payment Date**") which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

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

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

Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (A) in any case where Specified Periods are specified in accordance with Condition 5.2(a)(i) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply *mutatis mutandis* or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In the Conditions, "**Business Day**" means a day which is both:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and each Additional Business Centre specified in the applicable Final Terms; and
- (b) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (ii) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the "**TARGET2 System**") is open.

(b) **Rate of Interest**

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

(i) *ISDA Determination for Floating Rate Notes*

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (i), "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Agent under an interest rate swap transaction if the Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives

Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the "**ISDA Definitions**") and under which:

- (A) the Floating Rate Option is as specified in the applicable Final Terms;
- (B) the Designated Maturity is a period specified in the applicable Final Terms;
- (C) the relevant Reset Date is the day specified in the applicable Final Terms; and
- (D) if Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:
 - (1) one rate shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and
 - (2) the other rate shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period

provided, however, that if there is no rate available for a period of time next shorter than the length of the relevant Interest Period or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

For the purposes of this subparagraph (i), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

(ii) *Screen Rate Determination for Floating Rate Notes*

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

- (A) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (B) if Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:
 - (1) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

- (2) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period;

provided, however, that if there is no rate available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

- (C) in any other case, the Calculation Agent will determine the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time, in the case of LIBOR, Copenhagen time, in the case of CIBOR, Brussels time, in the case of EURIBOR, Stockholm time, in the case of STIBOR or 12.00 noon Oslo time, in the case of NIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Agent or, in the case of VP Systems Notes, the Calculation Agent (pursuant to the terms of a calculation agency agreement between the Issuer and the Calculation Agent). If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent or the Calculation Agent, as the case may be, for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if in the case of Condition 5.2(a)(ii)(A) above, no such offered quotation appears or, in the case of Condition 5.2(a)(ii)(B) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph, the Calculation Agent or the Independent Adviser (as applicable) shall request each of the Reference Banks (as defined below) to provide it with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Relevant Time on the Interest Determination Date in question. If two or more of the Reference Banks provide it with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent or the Independent Adviser (as applicable).

If on any Interest Determination Date one only or none of the Reference Banks provides the Calculation Agent or the Independent Adviser (as applicable) with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent or the Independent Adviser (as applicable) determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communication to (and at the request of) the Calculation Agent or the Independent Adviser (as applicable) by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Relevant Time on the relevant

Interest Determination Date, deposits in the Specified Currency for the relevant Interest Period by leading banks in the London inter-bank market (if the Reference Rate is LIBOR), the Copenhagen inter-bank market (if the Reference Rate is CIBOR), the Euro-zone inter-bank market (if the Reference Rate is EURIBOR), the Stockholm inter-bank market (if the Reference Rate is STIBOR) or the Norwegian inter-bank market (if the Reference Rate is NIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Calculation Agent or the Independent Adviser (as applicable) with such offered rates, the offered rate for deposits in the Specified Currency for the relevant Interest Period, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for the relevant Interest Period, at which, at approximately the Relevant Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent or the Independent Adviser (as applicable) it is quoting to leading banks in the London inter-bank market (if the Reference Rate is LIBOR), the Copenhagen inter-bank market (if the Reference Rate is CIBOR), the Euro-zone inter-bank market (if the Reference Rate is EURIBOR), the Stockholm interbank market (if the Reference Rate is STIBOR) or the Norwegian interbank market (if the Reference Rate is NIBOR) plus or minus (as appropriate) the Margin (if any), **provided that**, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period).

As used herein:

"**CIBOR**" means, in respect of any currency and any period specified hereon, the interest rate benchmark known as the Copenhagen interbank offered rate which is calculated and published by a designated distributor (currently Nasdaq Copenhagen) in accordance with the requirements from time to time of the Danish Bankers Association based on estimated interbank borrowing rates for Danish kroner for a number of designated maturities which are provided by a panel of contributor banks.

"**EURIBOR**" means, in respect of any specified currency and any specified period, the interest rate benchmark known as the Euro zone interbank offered rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the European Money Markets Institute (or any other person which takes over the administration of that rate) based on estimated interbank borrowing rates for a number of designated currencies and maturities which are provided, in respect of each such currency, by a panel of contributor banks (details of historic EURIBOR rates can be obtained from the designated distributor).

"**Independent Adviser**" means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case appointed by the Issuer, in consultation with the Agent, at the Issuer's expense.

"**LIBOR**" means, in respect of any currency and any period specified hereon, the London interbank offered rate for that currency and period displayed as quoted on the appropriate page (being currently Reuters

screen page LIBOR01 or LIBOR02) on the information service which publishes that rate.

"**NIBOR**" means, in respect of Norwegian Kroner and for any specified period, the interest rate benchmark known as the Norwegian interbank offered rate which is calculated and published by a designated distributor (currently Oslo Børs) in accordance with the requirements from time to time of the Norwegian association for banks, insurance companies and financial institutions, Finance Norway – FNO based on estimated interbank borrowing rates for Norwegian Kroner for a number of designated maturities which are provided by a panel of contributor banks (details of historic NIBOR rates can be obtained from the designated distributor).

"**Reference Banks**" means (i) in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market, (ii) in the case of a determination of CIBOR, the principal Copenhagen office of four major banks in the Danish inter-bank market and (iii) in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, (iv) in the case of determination of STIBOR the principal Stockholm office of four major banks in the Stockholm inter-bank market and (v) in the case of determination of NIBOR, the principal Oslo office of four major banks in the Norwegian inter-bank market in each case selected by the Issuer or Independent Adviser or as specified in the applicable Final Terms;

"**Reference Rate**" means EURIBOR, LIBOR, CIBOR, STIBOR or NIBOR as specified in the relevant Final Terms in respect of the currency and period specified in the relevant Final Terms;

"**Relevant Screen Page**" means the page, section or other part of a particular information service (including, but not limited to, Reuters and Bloomberg), as may be specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate; and

"**Relevant Time**" means, unless otherwise specified in the relevant Final Terms, 11.00 a.m. (London time, in the case of a determination of LIBOR, Copenhagen time, in the case of a determination of CIBOR, Brussels time, in the case of a determination of EURIBOR, Stockholm time in the case of determination of STIBOR, or 12.00 noon Oslo time, in the case of determination of NIBOR).

"**STIBOR**" means, in respect of Swedish Kronor and for any specified period, the interest rate benchmark known as the Stockholm interbank offered rate which is calculated and published by a designated distributor (currently Nasdaq Stockholm) based on estimated interbank borrowing rates for Swedish Kronor for a number of designated maturities which are provided by a panel of contributor banks (details of historic STIBOR rates can be obtained from the designated distributor).

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

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

Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

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

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

The Agent, in the case of Floating Rate Bearer Notes and the Calculation Agent, in the case of Floating Rate VP Systems Notes, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Agent, in the case of Floating Rate Bearer Notes and the Calculation Agent, in the case of Floating Rate VP Systems Notes, will calculate the amount of interest (the "**Interest Amount**") payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

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

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

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest in accordance with this Condition 5.2:

- (i) if "**Actual/Actual (ISDA)**" or "**Actual/Actual**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if "**Actual/365 (Fixed)**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if "**Actual/365 (Sterling)**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (iv) if "**Actual/360**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (v) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

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

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

where:

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

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

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

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

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

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

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

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

where:

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

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

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

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

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

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

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

The Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange on which the relevant Floating Rate Notes are for the time being listed and, in the case of the VP Systems Notes, the VP Issuing Agent, (by no later than the first day of each Interest Period) and notice thereof to be published in accordance with Condition 14 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 14 (*Notices*). For the purposes of this paragraph, the expression "**London Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(f) ***Certificates to be final***

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5.2 (*Interest on Floating Rate Notes*) by the Calculation Agent shall (in the absence of wilful default, bad faith and manifest error) be binding on the Issuer, the Agent, the VP Issuing Agent (if applicable), the Calculation Agent (if applicable), the other Paying Agents and all Noteholders, Receiptholders and Couponholders and (in the absence of wilful default and bad faith) no liability to the Issuer, the Noteholders, Receiptholders or the Couponholders shall attach to the Agent or, if applicable, the VP Issuing Agent and/or the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

5.3 **Rate Reset Provisions**

Application: Conditions 5.3-5.7 (inclusive) shall only apply if the Reset Note Provisions are specified in the relevant Final Terms as being applicable to one or more Interest Period(s).

Accrual of Interest: The Notes bear interest on their outstanding principal amounts:

- (a) from (and including) the Interest Commencement Date to (but excluding) the First Reset Date at the Initial Rate of Interest;
- (b) for the First Reset Period at the First Reset Rate of Interest; and
- (c) for each Subsequent Reset Period thereafter (if any) to (but excluding) the Maturity Date at the relevant Subsequent Reset Rate of Interest,

payable, in each case, in arrear on each relevant Interest Payment Date (subject as provided in Condition 6 (*Payments*)).

The Rate of Interest and the Interest Amount payable shall be determined by the Calculation Agent, (A) in the case of the Rate of Interest, at or as soon as practicable after each time at which the Rate of Interest is to be determined, and (B) in the case of the Interest Amount in accordance with the provisions for calculating amounts of interest in Conditions 5.1 (*Interest on Fixed Rate Notes*).

5.4 **Fallbacks**

If on any Reset Determination Date, the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page as of the Relevant Time on such Reset Determination Date, the Rate of Interest applicable to the Notes in respect of each Interest Period falling in the relevant Reset Period will be determined by the Calculation Agent on the following basis:

- (a) the Calculation Agent shall request each of the Reset Reference Banks to provide it with its Mid-Market Swap Rate Quotation as at approximately the Relevant Time on the Reset Determination Date in question;
- (b) if at least three of the Reset Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period will be equal to the sum of (A) the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest (or, in the event of equality, one of the lowest) and (B) the relevant Reset Margin, all as determined by the Calculation Agent;
- (c) if only two relevant quotations are provided, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period will be equal to the sum of (A) the arithmetic mean (rounded as aforesaid) of the relevant quotations provided and (B) the relevant Reset Margin, all as determined by the Calculation Agent;
- (d) if only one relevant quotation is provided, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period will be equal to the sum of (A) the relevant quotation provided and (B) the relevant Reset Margin, all as determined by the Calculation Agent; and
- (e) if none of the Reset Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this Condition 5.4, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) will be equal to the sum of (A) the Mid-Swap Rate determined on the last preceding Reset Determination Date and (B) the relevant Reset Margin or, in the case of the first Reset Determination Date, the First Reset Rate of Interest will be equal to the sum of (A) the Initial Mid-Swap Rate and (B) the relevant Reset Margin, all as determined by the Calculation Agent.

5.5 **Mid-Swap Rate Conversion**

This Condition 5.5 is only applicable if Mid-Swap Rate Conversion is specified in the relevant Final Terms. If Mid-Swap Rate Conversion is so specified as being applicable, the First Reset Rate of Interest and, if applicable, each Subsequent Reset Rate of Interest Issuing will be converted from the Original Mid-Swap Rate Basis specified in the relevant Final Terms to a basis which matches the per annum frequency of Interest Payment Dates in respect of the relevant Notes (such calculation to be determined by the Issuer in conjunction with a leading financial institution selected by it).

5.6 **Publication**

The Calculation Agent will cause the First Reset Rate of Interest, any Subsequent Reset Rate of Interest and, in respect of a Reset Period, the Interest Amount payable on each Interest Payment Date falling in such Reset Period to be notified to the Agents, each listing authority, stock exchange and/or quotation system (if any) on which the Notes have then been admitted to listing, trading and/or quotation and, in the case of VP Systems Notes, the VP or VPS, as the case may be, and the VP Issuing Agent as soon as practicable after such determination. Notice thereof shall also promptly be given to the Noteholders.

5.7 **Notification**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of Conditions 5.3 – 5.7 (inclusive) by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Agent, the VP Issuing Agent (if applicable), the Noteholders, the Receipholders and the Couponholders and (subject as aforesaid) no liability to any such person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

where:

"First Reset Date" means the date specified in the relevant Final Terms;

"First Reset Margin" means the margin specified as such in the relevant Final Terms;

"First Reset Period" means the period from (and including) the First Reset Date to (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the relevant Final Terms, the Maturity Date;

"First Reset Rate of Interest" means, in respect of the First Reset Period and subject to Condition 5.4 (*Fallbacks*) and Condition 5.5 (*Mid-Swap Rate Conversion*), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date and may be either a fixed rate or a floating rate. If a fixed rate it shall be calculated as the sum of the relevant Mid-Swap Rate and the First Reset Margin. If a floating rate it shall be calculated as the sum of the floating rate specified in the Final Terms as applicable to the First Reset Period and the First Reset Margin;

"Initial Mid-Swap Rate" has the meaning specified in the relevant Final Terms;

"Mid-Market Swap Rate" means for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the Original Mid-Swap Rate Basis (calculated on the day count basis customary for fixed rate payments in the Specified Currency as determined by the Calculation Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Floating Leg Maturity (calculated on the day count basis customary for floating rate payments in the Specified Currency as determined by the Calculation Agent);

"Mid-Market Swap Rate Quotation" means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate;

"Mid-Swap Rate" means, in relation to a Reset Determination Date and subject to Condition 5.4 (*Fallbacks*), either:

- (a) if Single Mid-Swap Rate is specified in the relevant Final Terms, the rate for swaps in the Specified Currency:
 - (i) with a term equal to the relevant Reset Period; and
 - (ii) commencing on the relevant Reset Date, which appears on the Relevant Screen Page; or
- (b) if Mean Mid-Swap Rate is specified in the relevant Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:
 - (i) with a term equal to the relevant Reset Period; and
 - (ii) commencing on the relevant Reset Date, which appear on the Relevant Screen Page, in either case, as at approximately the Relevant Time on such Reset Determination Date, all as determined by the Calculation Agent;

"Reset Date" means the First Reset Date, the Second Reset Date and each Subsequent Reset Date (as applicable);

"Reset Determination Date" means, in respect of a Reset Period, the date specified as such in the relevant Final Terms;

"Reset Margin" means the First Reset Margin and the Subsequent Reset Margin (as applicable);

"Reset Period" means the First Reset Period or a Subsequent Reset Period, as the case may be;

"Reset Reference Banks" means the principal office in the principal financial centre of the Specified Currency of five major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Calculation Agent in its discretion after consultation with the Issuer;

"Subsequent Reset Date" means the date or dates specified in the relevant Final Terms;

"Subsequent Reset Margin" means the margin specified as such in the relevant Final Terms;

"Subsequent Reset Period" means the period from (and including) the Second Reset Date to (but excluding) the next Subsequent Reset Date, and each successive period from (and including) a Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date or the Maturity Date as the case may be; and

"Subsequent Reset Rate of Interest" means in respect of any Subsequent Reset Period and subject to Condition 5.4 (*Fallbacks*) and Condition 5.5 (*Mid-Swap Rate Conversion*), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date and may be either a fixed rate or a floating rate. If a fixed rate it shall be calculated as the sum of the relevant Mid-Swap Rate and the relevant Subsequent Reset Margin. If a floating rate it shall be calculated as the sum of the floating rate specified in the Final Terms as applicable to the Subsequent Reset Period and the Subsequent Reset Margin.

5.8 **Accrual of interest**

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

In such event:

- (a) in the case of Bearer Notes, interest will continue to accrue until whichever is the earlier of:
 - (i) the date on which all amounts due in respect of such Note have been paid; and
 - (ii) five days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 14 (*Notices*); or
- (b) in the case of VP Systems Notes, interest will continue to accrue until the date the holders of the VP Systems Notes receive the full amount of such payments.

5.9 **Benchmark replacement:**

Notwithstanding the provisions above in this Condition 5, if the Issuer (in consultation with the Agent (or the person specified in the applicable Final Terms as the party responsible for calculating the Rate of Interest and the Interest Amount(s))) determines that the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) specified in the applicable Final Terms has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered, then the following provisions shall apply:

- (1) the Issuer shall use reasonable endeavours to appoint an Independent Adviser to determine an alternative rate (the "**Alternative Benchmark Rate**") and an alternative screen page or source (the "**Alternative Relevant Screen Page**") no later than 3 Business Days prior to the Reset Determination Date or Interest Determination Date (as applicable) relating to the next succeeding Reset Period or Interest Period (as applicable) (the "**IA Determination Cut-off Date**") for the purposes of determining the Rate of Interest applicable to the Notes for all future Reset Periods or Interest Periods (as applicable) (subject to the subsequent operation of this Condition 5.9);
- (2) the Alternative Benchmark Rate shall be such rate as the Independent Adviser determines has replaced the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) in customary market usage for purposes of determining floating rates of interest in respect of eurobonds denominated in the Specified Currency, or, if the Independent Adviser determines that there is no such rate, such other rate as the Independent Adviser determines in its sole discretion is most comparable to the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate, and the Alternative Relevant Screen Page shall be such page of an information service as displays the Alternative Benchmark Rate;
- (3) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine an Alternative Benchmark Rate and Alternative Relevant Screen Page prior to the IA Determination Cut-off Date in accordance with sub-paragraph (2) above, then the Issuer (in consultation with the Agent (or the person specified in the applicable Final Terms as the party responsible for calculating the Rate of Interest and the Interest Amount(s)) and acting in good faith and a commercially reasonable manner) may determine which (if any) rate has replaced the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) of the benchmark in customary market usage for purposes of determining floating rates of interest in respect of eurobonds denominated in the Specified Currency, or, if it determines that there is no such rate, which (if any) rate is most comparable to the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable), the Alternative Benchmark Rate shall be the rate so determined by the Issuer and the Alternative Relevant Screen Page shall be such page of an information service as displays the Alternative Benchmark Rate; provided, however, that if this sub-paragraph (3) applies and the Issuer is unable or unwilling to determine an Alternative Benchmark Rate and Alternative Relevant Screen Page prior to the Reset Determination Date or Interest Determination Date (as applicable) relating to the next succeeding Reset Period or Interest Period (as applicable) in accordance with this sub-paragraph (3), the Rate of

Interest applicable to such Reset Period or Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of a preceding Reset Period or Interest Period as applicable (which may be the Initial Rate of Interest) (though substituting, where a different Margin is to be applied to the relevant Reset Period or Interest Period from that which applied to the last preceding Reset Period or Interest Period, the Margin relating to the relevant Reset Period or Interest Period, in place of the Margin relating to that last preceding Reset Period or Interest Period);

- (4) if an Alternative Benchmark Rate and Alternative Relevant Screen Page is determined in accordance with the preceding provisions, such Alternative Benchmark Rate and Alternative Relevant Screen Page shall be the benchmark and the Relevant Screen Page in relation to the Notes for all future Reset Periods or Interest Periods (as applicable) (subject to the subsequent operation of this Condition 5.9);
- (5) if the Independent Adviser or the Issuer determines an Alternative Benchmark Rate in accordance with the above provisions, the Independent Adviser or the Issuer (as the case may be), may also, following consultation with the Agent (or the person specified in the applicable Final Terms as the party responsible for calculating the Rate of Interest and the Interest Amount(s)), specify changes to the Day Count Fraction, Business Day Convention, Business Day, Reset Determination Date, Interest Determination Date, Relevant Time and/or the definition of Mid-Swap Floating Leg Benchmark Rate or Reference Rate applicable to the Notes, and the method for determining the fallback rate in relation to the Notes, in order to follow market practice in relation to the Alternative Benchmark Rate, which changes shall apply to the Notes for all future Reset Periods or Interest Periods (as applicable) (subject to the subsequent operation of this Condition 5.9) (and for the avoidance of doubt, the Agent shall, at the direction and expense of the Issuer, effect such consequential amendments to the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 5.9 and the Agent shall not be liable to any party for any consequences thereof, save as provided in the Agency Agreement. No Noteholder consent shall be required in connection with effecting the Alternative Benchmark Rate, Alternative Relevant Screen Page or such other changes, including for the execution of any documents or other steps by the Agent (if required)); and
- (6) the Issuer shall promptly following the determination of any Alternative Benchmark Rate and Alternative Relevant Screen Page give notice thereof and of any changes pursuant to sub-paragraph (5) above to the Agent and the Noteholders.

For the purposes of this Condition 5.9, "**Independent Adviser**" means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case appointed by the Issuer at its own expense.

6. PAYMENTS

6.1 Method of payment

Subject as provided below:

- (a) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively); and
- (b) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 9 (*Prescription*).

6.2 Presentation of definitive Notes, Receipts and Coupons

Payments of principal in respect of definitive Notes will be made in the manner provided in Condition 6.1 (*Method of Payment*) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Notes, and payments of interest in respect of definitive Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

Payments of instalments of principal (if any) in respect of definitive Notes, other than the final instalment, will (subject as provided below) be made in the manner provided in Condition 6.1 (*Method of Payment*) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final instalment will be made in the manner provided in the Condition 6.1 (*Method of Payment*) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Note in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the definitive Note to which it appertains. Receipts presented without the definitive Note to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any definitive Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

Fixed Rate Notes in definitive form should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 8 (*Taxation*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 10 (*Events of Default*)) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

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

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

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

6.3 Payments in respect of Global Notes

Payments of principal and interest (if any) in respect of Notes represented by any Global Note will (subject as provided below) be made in the manner specified above in relation to definitive Notes or otherwise in the manner specified in the relevant Global Note, where applicable against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made, distinguishing between

any payment of principal and any payment of interest, will be made on such Global Note either by the Paying Agent to which it was presented or in the records of Euroclear and Clearstream, Luxembourg, as applicable.

6.4 **Payments in respect of VP Systems Notes**

Payments of principal and interest in respect of VP Notes will be made to the persons registered as Noteholders on the fifth Danish Business Day (or such other day which may become customary on the Danish bond market in respect of VP Notes, which in respect of VP Notes denominated in Danish kroner is expected to be the third Danish Business Day) prior to the Interest Payment Date or the Maturity Date, as the case may be, all in accordance with the rules and procedures applied and/or issued by the VP from time to time.

As used herein:

"Danish Business Day" means a day on which commercial banks and foreign exchange markets are open for business in Denmark; and

6.5 **General provisions applicable to payments**

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of such Global Note.

Notwithstanding the foregoing provisions of this Condition 6, if any amount of principal and/or interest in respect of Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

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

6.6 **Payment Day**

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "**Payment Day**" means any day which (subject to Condition 10 (*Events of Default*)) is:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
 - (i) in the case of Notes in definitive form only, the relevant place of presentation;
 - (ii) each Additional Financial Centre specified in the applicable Final Terms; and

- (b) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

6.7 Interpretation of principal and interest

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

- (a) any additional amounts which may be payable with respect to principal under Condition 8 (*Taxation*);
- (b) the Final Redemption Amount of the Notes;
- (c) the Early Redemption Amount of the Notes;
- (d) Early Redemption Amount (MREL Disqualification Event)
- (e) the Optional Redemption Amount(s) (if any) of the Notes;
- (f) in relation to Notes redeemable in instalments, the Instalment Amounts;
- (g) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 7.7 (*Early Redemption Amounts*)); and
- (h) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 (*Taxation*).

7. REDEMPTION AND PURCHASE

7.1 Redemption at maturity

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

7.2 Early redemption of the Subordinated Notes

This Condition 7.2 only applies to Subordinated Notes.

During the first five years after an issue of Subordinated Notes, such Subordinated Notes may only be redeemed if the situations described under Conditions 7.2.1 (*Early redemption for tax reasons*) and 7.2.2 (*Early redemption for regulatory reclassification reasons*) below apply.

7.2.1 *Early redemption for tax reasons*

Subject to Condition 7.14 (*Condition to redemption or purchase of the Subordinated Notes prior to Maturity Date*), the Subordinated Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Subordinated Note is not a Floating Rate Note,) or on any Interest Payment Date (if this Subordinated Note is a Floating Rate Note), on giving not less than 30 nor more than 60 days' notice to the Agent or, in the case of VP Systems Notes, the VP Issuing Agent and, in accordance with Condition 14 (*Notice*), the Noteholders (which notice shall be irrevocable), if:

- (a) on the occasion of the next payment due under the Subordinated Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 8 (*Taxation*)), or any material change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Subordinated Notes;
- (b) it will no longer be able to obtain a full tax deduction for the purposes of the Danish tax for any payment of interest under such Notes; and
- (c) the Issuer having demonstrated to the satisfaction of the DFSA that such change in tax treatment of the relevant Subordinated Notes is material and was not reasonably foreseeable at the time of issuance of the first Tranche of the Subordinated Notes,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition 7, the Issuer shall deliver to the Agent or, in the case of VP Systems Notes, the VP Issuing Agent a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

Notes redeemed pursuant to this Condition 7.2.1 will be redeemed at their Early Redemption Amount referred to in Condition 7.7 (*Early Redemption Amounts*) below together (if appropriate) with interest accrued to (but excluding or, in the case of VP Systems Notes, and including) the date of redemption

7.2.2 *Early redemption for regulatory reclassification reasons*

Subject to Condition 7.14 (*Condition to redemption or purchase of the Subordinated Notes prior to Maturity Date*), the Subordinated Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if the Subordinated Note is not a Floating Rate Note) or on any Interest Payment Date (if this Subordinated Note is a Floating Rate Note) on giving not less than 30 but no more than 60 days' notice to the Agent or, in the case of VP Systems Notes, the VP Issuing Agent and, in accordance with Condition 14 (*Notices*), the Noteholders (which notice shall be irrevocable), if a change in the regulatory classification of the Subordinated Notes results or will result in:

- (a) their exclusion, in whole or in part from the regulatory capital (in the meaning of the CRR) of the Issuer; or
- (b) reclassification, in whole or in part as a lower quality form of regulatory capital of the Issuer,

and the DFSA considering such change sufficiently certain and the Issuer having demonstrated to the satisfaction of the DFSA that such exclusion or regulatory reclassification was not reasonably foreseeable at the time of issuance of the first tranche of the Subordinated Notes,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which such change or reclassification, as applicable, becomes effective.

Prior to the publication of any notice of redemption pursuant to this Condition 7, the Issuer shall deliver to the Agent or, in the case of VP Systems Notes, the VP Issuing Agent a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer to so redeem have occurred, and an opinion of independent legal advisers of recognised

standing to the effect that one of the conditions set out above in paragraphs (a) and (b) have been satisfied.

Notes redeemed pursuant to this Condition 7.2.2 will be redeemed at their Early Redemption Amount referred to in Condition 7.8 (*Early Redemption Amounts*) below together (if appropriate) with interest accrued to (but excluding or, in the case of VP Systems Notes, and including) the date of redemption.

7.3 **Redemption for tax reasons of the Preferred Senior Notes and Non-Preferred Senior Notes**

This Condition 7.3 only applies to Preferred Senior Notes and Non-Preferred Senior Notes.

Subject to Condition 7.14 (*Conditions to redemption, purchase, substitution or variation of Non-Preferred Senior Notes prior to Maturity Date*) (in the case of Non-Preferred Senior Notes), the Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note,) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than 30 nor more than 60 days' notice to the Agent or, in the case of VP Systems Notes, the VP Issuing Agent and, in accordance with Condition 14 (*Notices*), the Noteholders (which notice shall be irrevocable), if:

- (a) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 8 (*Taxation*)) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and
- (b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Senior Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition 7, the Issuer shall deliver to the Agent or, in the case of VP Systems Notes, the VP Issuing Agent a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

Notes redeemed pursuant to this Condition 7.3 will be redeemed at their Early Redemption Amount referred to in Condition 7.7 (*Early Redemption Amounts*) below together (if appropriate) with interest accrued to (but excluding or, in the case of VP Systems Notes, and including) the date of redemption.

7.4 **Redemption upon the occurrence of a MREL Disqualification Event**

This Condition 7.4 only applies to Non-Preferred Senior Notes.

If the MREL Disqualification Event Redemption Option is specified in the applicable Final Terms as being applicable, any Series of Non-Preferred Senior Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if such Notes are not Floating Rate Notes) or on any Interest Payment Date (if such Notes are Floating Rate Notes), on giving not less than 30 nor more than 60 days' notice to (in the case of Notes other than VP Notes) the Principal Paying Agent or (in the case of VP Notes) the VP Issuing Agent (where the VP Issuing Agent is not the Issuer) and, in accordance with Condition 14 (*Notices*), the Noteholders (which notice shall be irrevocable), upon the occurrence of a MREL Disqualification Event. Non-Preferred Senior Notes redeemed pursuant to this Condition 7.4 will be redeemed at the Early Redemption Amount (MREL Disqualification Event) specified in the applicable Final Terms

together (if appropriate) with interest accrued to (but excluding, or, in the case of VP Systems Notes, and including) the date of redemption.

Prior to the publication of any notice of redemption pursuant to this Condition 7, the Issuer shall deliver to (in the case of Notes other than VP Notes) the Principal Paying Agent or (in the case of VP Notes) the VP Issuing Agent (where the VP Issuing Agent is not the Issuer) to make available at its specified office to the Noteholders (or, in the case of VP Notes where the Issuer is the VP Issuing Agent, the Issuer shall make available to the Noteholders at its registered office) a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred.

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

If Issuer Call is specified in the applicable Final Terms, the Issuer may, having given:

- (a) not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 14 (*Notices*); and
- (b) not less than 15 days before the giving of the notice referred to in (a) above, notice to the Agent or, in the case of VP Systems Notes, the VP Issuing Agent;

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding or, in the case of VP Systems Notes, and including) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms. In the case of a partial redemption of Notes, the Notes to be redeemed ("**Redeemed Notes**") will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) in the case of Redeemed Notes represented by a Global Note, and in accordance with the rules of the VP, in the case of VP Notes, in each case not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "**Selection Date**"). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 (*Notices*) not less than 15 days prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 7 and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 14 (*Notices*) at least five days prior to the Selection Date.

7.6 **Redemption at the option of the Noteholders (Investor Put)**

If Investor Put is specified in the applicable Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 14 (*Notices*) not less than 15 nor more than 30 days' notice the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding or, in the case of VP Systems Notes, and including) the Optional Redemption Date. It may be that before an Investor Put can be exercised, certain conditions and/or circumstances will need to be satisfied. Where relevant, the provisions will be set out in the applicable Final Terms.

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

made by cheque, an address) to which payment is to be made under this Condition 7 accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control. If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be, for them to the Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time and, if this Note is represented by a Global Note, at the same time present or procure the presentation of the relevant Global Note to the Agent for notation accordingly.

In the case of VP Systems Notes, a Put Notice will not be effective against the Issuer before the date on which the relevant VP Systems Notes have been transferred to the account designated by the relevant VP Issuing Agent and blocked for further transfer until the Optional Redemption Date by the VP Issuing Agent. In the case of VP Systems Notes, the right to require redemption of such Notes in accordance with this Condition 7.6 must be exercised in accordance with the rules and procedures of the VP (in the case of VP Notes) and if there is any inconsistency between the forgoing and the rules and procedures of the VP, the rules and procedures of the VP (in the case of VP Notes) shall prevail.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg, the VP given by a holder of any Note pursuant to this Condition 7.6 shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and is continuing, in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 7.6 and instead to declare such Note forthwith due and payable pursuant to Condition 10 (*Events of Default*).

7.7 **Clean-up Call Option**

If the Clean-up Call Option is specified in the relevant Final Terms as being applicable, in the event that Notes representing an aggregate amount equal to or exceeding 80 per cent. of the principal amount of the Notes have been purchased and cancelled or redeemed by the Issuer (other than as a result of the exercise by the Issuer of its redemption right under Condition 7.5 (*Redemption at the Option of the Issuer (Issuer Call)*)) the Issuer may, on giving not less than 30 nor more than 60 days' irrevocable notice to (in the case of Notes other than VP Notes) the Principal Paying Agent or (in the case of VP Notes) the VP Agent (where the VP Agent is not the Issuer) and the Noteholders in accordance with Condition 14 (*Notices*) (or such other notice period as may be specified in the applicable Final Terms), redeem on the date specified in such notice all, but not some only, of the remaining Notes in that Series at their Early Redemption Amount (as specified in the relevant Final Terms) together with any interest accrued to but excluding the date set for redemption.

7.8 **Early Redemption Amounts**

For the purpose of Conditions 7.2 (*Early redemption of the Subordinated Notes*) and 7.3 (*Redemption for tax reasons of the Preferred Senior Notes and Non-Preferred Senior Notes*) above and Condition 10 (*Events of Default*), each Note will be redeemed at its Early Redemption Amount calculated as follows:

- (a) in the case of a Note with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;
- (b) in the case of a Note (other than a Zero Coupon Note but including an Instalment Note) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Note is denominated, at the amount specified in, or determined in the manner specified in, the applicable Final Terms or, if no such amount or manner is so specified in the applicable Final Terms, at its nominal amount; or

- (c) in the case of a Zero Coupon Note, at an amount (the "**Amortised Face Amount**") calculated in accordance with the following formula:

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

where:

RP means the Reference Price;

AY means the Accrual Yield expressed as a decimal; and

^y is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including or, in the case of VP Systems Notes, but excluding) the Issue Date of the first Tranche of the Notes to (but excluding or, in the case of VP Systems Notes, and including) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is 360,

or on such other calculation basis as may be specified in the applicable Final Terms.

7.9 **Instalments**

Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates. In the case of early redemption, the Early Redemption Amount will be determined pursuant to Condition 7.7 (*Early Redemption Amounts*).

7.10 **Purchases**

Subject to Condition 7.13 (*Conditions to redemption, purchase, substitution or variation of Non-Preferred Senior Notes prior to Maturity Date*) (in the case of Non-Preferred Senior Notes) and 7.14 (*Condition to redemption or purchase of the Subordinated Notes prior to Maturity Date*) (in the case of Subordinated Notes (if required)), the Issuer or any subsidiary of the Issuer may at any time, however, in the case of Subordinated Notes only after five years from issuance, purchase Notes (**provided that**, in the case of definitive Notes, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Notes may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation or, in the case of VP Systems Notes, cancelled by causing such VP Systems Notes to be deleted from the records of the VP (in the case of VP Notes).

7.11 **Cancellation**

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Receipts, Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and any Notes purchased and cancelled pursuant to Condition 7.9 (*Purchases*) above (together with all unmatured Receipts, Coupons and Talons cancelled therewith) shall (in the case of Bearer Notes) be forwarded to the Agent and cannot (in any case) be reissued or resold.

7.12 **Late payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Conditions 7.2 (*Early redemption of the Subordinated Notes*), 7.3 (*Redemption for tax reasons of the Preferred Senior Notes and Non-Preferred Senior Notes*), 7.4 (*Redemption upon the occurrence of a MREL Disqualification Event*), 7.5 (*Redemption at the option of the Issuer (Issuer Call)*), 7.6 (*Redemption at the option of the Noteholders (Investor Put)*) or 7.7 (*Clean-up Call Option*) above or upon its becoming due and repayable as provided in Condition 10 (*Events of Default*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 7.7(c) above as though the references therein to the date fixed for the redemption or

the date upon which such Zero Coupon Note becomes due and payable were replaced by references to:

- (a) in the case of Bearer Notes, the date which is the earlier of:
 - (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
 - (ii) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 14 (*Notices*); or
- (b) in the case of VP Systems Notes, the date on which holders of the VP Systems Notes received the full amount of such payment.

7.13 **Substitution and variation of Non-Preferred Senior Notes and Subordinated Notes**

7.13.1 This Condition 7.13.1 is only applicable to Non-Preferred Senior Notes:

- (a) If the MREL Disqualification Event Substitution/Variation Option is specified in the applicable Final Terms as being applicable, subject to Condition 7.14 (*Conditions to redemption, purchase, substitution or variation of Non-Preferred Senior Notes prior to Maturity Date*) and having given no less than 30 nor more than 60 days' notice to (in the case of Notes other than VP Notes) the Principal Paying Agent or (in the case of VP Notes) the VP Agent (where the VP Agent is not the Issuer) and, in accordance with Condition 14 (*Notices*), the Noteholders (which notice shall be irrevocable), (i) if a MREL Disqualification Event has occurred and is continuing, or (ii) to ensure the effectiveness or enforceability of Condition 19.1 (*Agreement and Acknowledgement*), the Issuer may substitute all (but not some only) of the Non-Preferred Senior Notes or vary the terms of all (but not some only) of the Non-Preferred Senior Notes, without any requirement for the consent or approval of the Noteholders, so that they become or remain Qualifying Non-Preferred Senior Notes.
- (b) Any such notice shall specify the relevant details of the manner in which such substitution or variation shall take effect and where the Noteholders can inspect or obtain copies of the new terms and conditions of the Qualifying Non-Preferred Senior Notes. Such substitution or variation will be effected without any cost or charge to the Noteholders.

7.13.2 This Condition 7.13.2 is only applicable to Subordinated Notes:

- (a) Subject to having given no less than 30 nor more than 60 days' notice to (in the case of Notes other than VP Notes) the Principal Paying Agent or (in the case of VP Notes) the VP Agent (where the VP Agent is not the Issuer) and, in accordance with Condition 14 (*Notices*), the Noteholders (which notice shall be irrevocable), if a tax event as described in Condition 7.2.1 (*Early redemption for tax reasons*) or a regulatory reclassification as described in Condition 7.2.2 (*Early redemption for regulatory reclassification reasons*) has occurred and is continuing, or to ensure the effectiveness or enforceability of Condition 19.1 (*Agreement and Acknowledgement*), the Issuer may (subject to Condition 7.15) substitute all (but not some only) of the Subordinated Notes or vary the terms of all (but not some only) of the Subordinated Notes, without any requirement for the consent or approval of the Noteholders, so that they become or remain Qualifying Subordinated Notes.
- (b) Any such notice shall specify the relevant details of the manner in which such substitution or variation shall take effect and where the Noteholders can inspect or obtain copies of the new terms and conditions of the Qualifying Subordinated Notes. Such substitution or variation will be effected without any cost or charge to the Noteholders.

7.14 **Conditions to redemption, purchase, substitution or variation of Non-Preferred Senior Notes prior to Maturity Date**

Non-Preferred Senior Notes may only be redeemed, purchased, substituted or varied pursuant to this Condition 7 if (and, in each case, to the extent then required by the relevant rules) the Issuer has notified the DFSA or other relevant regulator of, or the DFSA or other relevant regulator has granted permission for, or, as the case may be, not objected to, such redemption, purchase, substitution or variation (as applicable).

7.15 **Condition to redemption, purchase substitution or variation of the Subordinated Notes prior to Maturity Date**

The Issuer will not redeem, purchase, substitute or vary any Subordinated Notes pursuant to Condition 7.2 (*Early redemption of the Subordinated Notes*) or Condition 7.5 (*Redemption at the option of the Issuer (Issuer Call)*), nor agree to any modification of these Conditions pursuant to Condition 15 (*Meetings of Noteholders and Modification*) in relation to any Subordinated Notes, without first consulting with and obtaining the prior consent of the DFSA.

7.16 **Definitions**

In the Conditions, the following expressions have the following meanings:

"Applicable MREL Regulations" means, at any time, the laws, regulations, requirements, guidelines and policies then in effect in the Kingdom of Denmark giving effect to any MREL Requirement or any successor regulations then applicable to the Issuer, including, without limitation to the generality of the foregoing, CRD, the BRRD and those regulations, requirements, guidelines and policies giving effect to any MREL Requirement or any successor regulations then in effect (whether or not such requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Issuer);

"DFSA" means the Danish Financial Supervisory Authority or any successor or replacement thereto or such other authority in Denmark having primary responsibility for the prudential oversight and supervision of the Issuer.

"MREL Disqualification Event" means, in respect of a Series of Non-Preferred Senior Notes, the determination by the Issuer that, as a result of:

- (a) the implementation of any Applicable MREL Regulations on or after the date of issue of the last Tranche of such Series; or
- (b) a change in any Applicable MREL Regulations becoming effective on or after the date of issue of the last Tranche of such Series,

all or part of the outstanding principal amounts of such Series will be excluded from the "eligible liabilities" (or any equivalent or successor term) available to meet any MREL Requirement (however called or defined by then Applicable MREL Regulations) if the Issuer is then or, as the case may be, will be subject to such MREL Requirement, provided that a MREL Disqualification Event shall not occur where such exclusion is or will be caused by (1) the remaining maturity of such Notes being less than any period prescribed by any applicable eligibility criteria under the Applicable MREL Regulations, or (2) any applicable limits on the amount of "eligible liabilities" (or any equivalent or successor term) permitted or allowed to meet any MREL Requirement(s) being exceeded;

"MREL Requirement" means the minimum requirement for own funds and eligible liabilities, in each case which is or, as the case may be, will be, applicable to the Issuer;

"Qualifying Non-Preferred Senior Notes" means, in respect of a Series of Non-Preferred Senior Notes, at any time, any securities (other than such Notes) issued or guaranteed by the Issuer that:

- (a) contain terms which comply with the then current requirements for "eligible liabilities" (or any equivalent or successor term) provided for in the Applicable MREL Regulations

in relation to the relevant MREL Requirement(s) (which, for the avoidance of doubt, may result in the relevant securities not including, or restricting for a period of time the application of, one or more of the early redemption rights which are included in the relevant Notes);

- (b) carry the same rate of interest as the relevant Notes prior to the relevant substitution or variation pursuant to Condition 7.12 (*Substitution and variation of Non-Preferred Senior Notes*);
- (c) have the same Specified Denomination(s) and outstanding principal amounts as the relevant Notes prior to the relevant substitution or variation pursuant to Condition 7.12 (*Substitution and variation of Non-Preferred Senior Notes*);
- (d) have the same Maturity Date and the same Interest Payment Dates as the relevant Notes prior to the relevant substitution or variation pursuant to Condition 7.12 (*Substitution and variation of Non-Preferred Senior Notes*);
- (e) have at least the same ranking as the relevant Notes prior to the relevant substitution or variation pursuant to Condition 7.12 (*Substitution and variation of Non-Preferred Senior Notes*);
- (f) shall not, immediately following the relevant substitution or variation pursuant to Condition 7.12 (*Substitution and variation of Non-Preferred Senior Notes*) be subject to a MREL Disqualification Event;
- (g) are assigned (or maintain) at least the same solicited credit ratings as were assigned to the Notes immediately prior to the relevant substitution or variation pursuant to Condition 7.12 (*Substitution and variation of Non-Preferred Senior Notes*) unless, in respect of each such solicited credit rating, any downgrade of such solicited credit rating compared to the equivalent solicited credit rating that was assigned to the Notes immediately prior to the relevant substitution or variation pursuant to Condition 7.12 (*Substitution and variation of Non-Preferred Senior Notes*) is solely attributable to the effectiveness and enforceability of Condition 19 (*Recognition of the Danish Bail-In Power*);
- (h) other than in respect of the effectiveness and enforceability of Condition 19 (*Recognition of the Danish Bail-In Power*), have terms not materially less favourable to the Noteholders than the terms of the relevant Notes, as determined by the Issuer in its sole and absolute discretion, and provided that the Issuer shall have delivered a certificate to that effect signed by two of its directors to (in the case of Notes other than VP Notes) the Principal Paying Agent or (in the case of VP Notes) the VP Issuing Agent (where the VP Agent is not the Issuer) not less than 5 Business Days prior to (a) in the case of a substitution of the relevant Notes pursuant to Condition 7.12 (*Substitution and variation of Non-Preferred Senior Notes*), the issue date of the relevant securities or (b) in the case of a variation of the relevant Notes pursuant to Condition 7.12 (*Substitution and variation of Non-Preferred Senior Notes*), the date such variation becomes effective; and
- (i) if (A) the relevant Notes were listed or admitted to trading on a regulated market for the purposes of Directive 2014/65/EU (a Regulated Market) immediately prior to the relevant substitution or variation, are listed or admitted to trading on a Regulated Market or (B) the relevant Notes were listed or admitted to trading on a recognised stock exchange other than a Regulated Market immediately prior to the relevant substitution or variation, are listed or admitted to trading on any recognised stock exchange (including, without limitation, a Regulated Market), in either case as selected by the Issuer; and

"Qualifying Subordinated Notes" means, in respect of a Series of Subordinated Notes, at any time, any securities issued or guaranteed by the Issuer that:

- (a) contain terms which comply with the then current requirements of the relevant regulator in relation to Tier 2 Capital; and

- (b) if the relevant substitution or variation of the relevant Notes pursuant to Condition 7.12.2 is to ensure the effectiveness and enforceability of Condition 19.1 (*Agreement and Acknowledgement*), contain terms which include change(s) compared to the terms of the relevant Notes which are necessary to ensure the effectiveness and enforceability of Condition 19.1 (*Agreement and Acknowledgement*); and
- (c) carry the same rate of interest from time to time applying to such Notes prior to the relevant substitution or variation pursuant to Condition 7.12; and
- (d) have the same currency of payment, denomination, original principal amount and Outstanding Principal Amounts as such Notes prior to the relevant substitution or variation pursuant to Condition 7.12; and
- (e) have the same Maturity Date and the same Interest Payment Dates as such Notes prior to the relevant substitution or variation pursuant to Condition 7.12; and
- (f) have at least the same ranking as such Notes prior to the relevant substitution or variation pursuant to Condition 7.12; and
- (g) shall not, immediately following the relevant substitution or variation pursuant to Condition 7.12, be subject to a tax event as described in Condition 7.2.1 (*Early redemption for tax reasons*) or a regulatory reclassification as described in Condition 7.2.2 (*Early redemption for regulatory reclassification reasons*); and
- (h) have terms not prejudicial to the interests of the holders of such Notes compared to the terms of such Notes and provided that the Issuer shall have delivered a certificate to that effect signed by two of its directors to (in the case of Notes other than VP Notes) the Principal Paying Agent or (in the case of VP Notes) the VP Issuing Agent (where the VP Agent is not the Issuer) not less than 5 Business Days prior to (x) in the case of a substitution of such Notes pursuant to Condition 7.12, the issue date of the relevant securities or (y) in the case of a variation of such Notes pursuant to Condition 7.12, the date such variation becomes effective; and
- (i) if (A) the relevant Notes were listed or admitted to trading on a regulated market for the purposes of Directive 2014/65/EU (a Regulated Market) immediately prior to the relevant substitution or variation, are listed or admitted to trading on a Regulated Market or (B) the relevant Notes were listed or admitted to trading on a recognised stock exchange other than a Regulated Market immediately prior to the relevant substitution or variation, are listed or admitted to trading on any recognised stock exchange (including, without limitation, a Regulated Market), in either case as selected by the Issuer; and
- (j) if one or more solicited credit ratings were assigned to such Notes immediately prior to the relevant substitution or variation pursuant to Condition 7.12, are assigned (or maintain) at least the same solicited credit rating(s) as were assigned to such Notes immediately prior to the relevant substitution or variation pursuant to Condition 7.12.

8. TAXATION

8.1 Taxation provisions applicable to Bearer Notes

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

In such event, that such withholding or deduction is required by law, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Bearer Notes, Receipts or Coupons after such withholding or deduction shall be equal to the respective amounts of principal and interest which would otherwise have been receivable in respect of the Bearer Notes, Receipts or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Bearer Note, Receipt or Coupon:

- (a) presented for payment in The Kingdom of Denmark; and/or
- (b) presented for payment to, or to a third party on behalf of, holder of which is liable for such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with a Tax Jurisdiction other than the mere holding of such Note, Receipt or Coupon; or
- (c) presented for payment more than thirty (30) days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6.6 (*Payment Day*)); and/or
- (d) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; and/or
- (e) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union.
- (f) withholding as a consequence of the FATCA rules.

As used herein:

- (i) "**Tax Jurisdiction**" means The Kingdom of Denmark or any political subdivision or any authority thereof or therein having power to tax; and
- (ii) the "**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 14 (*Notices*).

8.2 Taxation provisions applicable to VP Systems Notes

All payments of principal and interest in respect of the VP Systems Notes by the Issuer will be made free and clear of, and without withholding or deduction for or on account of any future or present taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event that such withholding tax or deduction is required by law the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of VP Systems Notes after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the VP Systems Notes in the absence of such withholding or deduction, except that no such additional amounts shall be payable with respect to any VP Systems Note:

- (a) presented for payment in The Kingdom of Denmark; and/or
- (b) presented for payment to, or to a third party on behalf of, a holder of which is liable for such taxes, or duties, assessments or governmental charges in respect of such VP Systems Note by reason of his having some connection with a Tax Jurisdiction other than the mere holding of such VP Systems Note; and/or
- (c) presented for payment more than thirty (30) days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6.6 (*Payment Day*)); and/or
- (d) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation

of savings income in the form of interest payments or any law implementing or complying with, or introduced in order to conform to, such Directive; and/or

- (e) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant VP Systems Note to another Paying Agent in a Member State of the European Union.

In the case of Non-Preferred Senior Notes and Subordinated Notes only, and notwithstanding the foregoing, the obligation to pay additional amounts by the Issuer will be limited to payments of interest only.

As used herein:

- (i) "**Tax Jurisdiction**" means The Kingdom of Denmark or any political subdivision or any authority thereof or therein having power to tax; and
- (ii) the "**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent or, in the case of VP Systems Notes, the holders of the VP Systems Notes, as the case may be, on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 14 (*Notices*).

9. **PRESCRIPTION**

The Bearer Notes, Receipts and Coupons shall become void unless claims in respect of principal and/or interest are made within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8 (*Taxation*)) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 9 or Condition 6.2 (*Presentation of definitive Notes, Receipts and Coupons*) or any Talon which would be void pursuant to Condition 6.2 (*Presentation of definitive Notes, Receipts and Coupons*).

In the case of VP Systems Notes, claims against the Issuer for the payment of principal and/or interest payable in respect of the VP Systems Notes shall become void unless made within a period of 10 years (in the case of principal) and three years (in the case of interest) after the Relevant Date therefor and thereafter any principal and/or interest in respect of such VP Systems Notes shall be forfeited and revert to the Issuer.

10. **EVENTS OF DEFAULT AND ENFORCEMENT EVENTS**

10.1 **Events of Default relating to Preferred Senior Notes**

This Condition 10.1 only applies to Preferred Senior Notes. If any one or more of the following events (each an "**Event of Default**") shall occur and be continuing:

- (a) if default is made in the payment of any principal or interest due in respect of the Notes or any of them and the default continues for a period of three Banking Days; or
- (b) if the Issuer fails to perform or observe any of its other obligations under the Conditions and (except in any case where the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 14 days next following the service by a Noteholder on the Issuer of a notice requiring the same to be remedied; or
- (c) if (i) any Indebtedness for Borrowed Money (as defined below) of the Issuer or any of its Principal Subsidiaries becomes due and repayable prematurely by reason of an event of default (however described); (ii) the Issuer or any of its Principal Subsidiaries fails to make any payment in respect of any Indebtedness for Borrowed Money on the due date for payment; (iii) any security given by the Issuer or any of its Principal Subsidiaries for

any Indebtedness for Borrowed Money becomes enforceable; or (iv) default is made by the Issuer or any of its Principal Subsidiaries in making any payment due under any guarantee and/or indemnity given by it in relation to any Indebtedness for Borrowed Money of any other person, **provided that** no event described in this sub-paragraph 10.1.(c) shall constitute an Event of Default unless the relevant amount of Indebtedness for Borrowed Money or other relative liability due and unpaid, either alone or when aggregated (without duplication) with other amounts of Indebtedness for Borrowed Money and/or other liabilities due and unpaid relative to all (if any) other events specified in (i) to (iv) above which have occurred and are continuing, amounts to at least €15,000,000 (or its equivalent in any other currency); or

- (d) if any order is made by any competent court or resolution passed for the winding up or dissolution of the Issuer or any of its Principal Subsidiaries, save for the purposes of reorganisation on terms previously approved by an Extraordinary Resolution (as defined in the Agency Agreement or the VP Issuing Agency Agreement, as applicable); or
- (e) if the Issuer or any of its Principal Subsidiaries ceases or threatens to cease to carry on the whole or substantially all of its business, save for the purposes of reorganisation on terms previously approved by an Extraordinary Resolution (as defined in the Agency Agreement or the VP Issuing Agency Agreement, as applicable), or the Issuer or any of its Principal Subsidiaries stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent; or
- (f) if (A) proceedings are initiated against the Issuer or any of its Principal Subsidiaries under any applicable liquidation, insolvency, composition, reorganisation or other similar laws, or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or any of its Principal Subsidiaries or, as the case may be, in relation to the whole or a substantial part of the undertaking or assets of any of them, or an encumbrancer takes possession of the whole or a substantial part of the undertaking or assets of any of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a substantial part of the undertaking or assets of any of them and (B) in any case (other than the appointment of an administrator) is not discharged within 14 days; or
- (g) if the Issuer or any of its Principal Subsidiaries initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors),

then any holder of a Note may, by written notice to the Issuer at the specified office of the Agent (in the case of Bearer Notes) or the VP Issuing Agent (in the case of VP Systems Notes), effective upon the date of receipt thereof by the Agent (in the case of Bearer Notes) or the VP Issuing Agent (in the case of VP Systems Notes), declare any Note held by it to be forthwith due and payable whereupon the same shall become forthwith due and payable at its Early Redemption Amount, together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

10.2 **Enforcement Events relating to Non-Preferred Senior Notes and Subordinated Notes**

This Condition 10.2 only applies to Non-Preferred Senior Notes and Subordinated Notes:

- (a) There are no events of default in respect of the Non-Preferred Senior Notes and Subordinated Notes. Noteholders shall not be entitled at any time to file for bankruptcy or liquidation of the Issuer.
- (b) If an order is made or an effective resolution is passed for the bankruptcy or liquidation of the Issuer (an "**Enforcement Event**"), any Noteholder may prove or claim in such proceedings in respect of such Note, such claim being for payment of the Early Redemption Amount of such Note at the time of commencement of such bankruptcy or liquidation of the Issuer together with any interest accrued and unpaid on such Note from (and including) the Interest Payment Date immediately preceding the occurrence of such Enforcement Event and any other amounts payable on such Note (including any damages payable in respect thereof). Such claim shall rank as provided in Condition 4.
- (c) Subject to Condition 10.2(a) and without prejudice to Condition 10.2(b), any Noteholder may, at its discretion and without further notice, institute such proceedings against the Issuer as it may think fit to enforce any obligation, condition or provision binding on the Issuer under the Notes, provided that the Issuer shall not by virtue of the institution of any proceedings be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

10.3 Definitions

In the Conditions, the following expressions have the following meanings:

"**Principal Subsidiary**" means at any time a Subsidiary of the Issuer:

- (a) whose gross revenues (consolidated in the case of a Subsidiary which itself has Subsidiaries) or whose total assets (consolidated in the case of a Subsidiary which itself has Subsidiaries) represent in each case (or, in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited consolidated accounts of the Issuer and its Subsidiaries relate, are equal to) not less than five per cent. of the consolidated gross revenues of the Issuer, or, as the case may be, consolidated total assets, of the Issuer and its Subsidiaries taken as a whole, all as calculated respectively by reference to the then latest audited accounts (consolidated or, as the case may be, unconsolidated) of such Subsidiary and the then latest audited consolidated accounts of the Issuer and its Subsidiaries, **provided that** in the case of a Subsidiary of the Issuer acquired after the end of the financial period to which the then latest audited consolidated accounts of the Issuer and its Subsidiaries relate, the reference to the then latest audited consolidated accounts of the Issuer and its Subsidiaries for the purposes of the calculation above shall, until consolidated accounts for the financial period in which the acquisition is made have been prepared and audited as aforesaid, be deemed to be a reference to such first-mentioned accounts as if such Subsidiary had been shown in such accounts by reference to its then latest relevant audited accounts, adjusted as deemed appropriate by the Issuer;
- (b) to which is transferred the whole or substantially the whole of the undertaking and assets of a Subsidiary of the Issuer which immediately prior to such transfer is a Principal Subsidiary, **provided that** the transferor Subsidiary shall upon such transfer forthwith cease to be a Principal Subsidiary and the transferee Subsidiary shall cease to be a Principal Subsidiary pursuant to this subparagraph (b) on the date on which the consolidated accounts of the Issuer and its Subsidiaries for the financial period current at the date of such transfer have been prepared and audited as aforesaid but so that such transferor Subsidiary or such transferee Subsidiary may be a Principal Subsidiary on or
- (c) at any time after the date on which such consolidated accounts have been prepared and audited as aforesaid by virtue of the provisions of subparagraph (a) above or, prior to or after such date, by virtue of any other applicable provision of this definition; or
- (d) to which is transferred an undertaking or assets which, taken together with the undertaking or assets of the transferee Subsidiary, generated (or, in the case of the transferee Subsidiary being acquired after the end of the financial period to which the

then latest audited consolidated accounts of the Issuer and its Subsidiaries relate, generate gross revenues equal to) not less than five per cent. of the consolidated gross revenues of the Issuer, or represent (or, in the case aforesaid, are equal to) not less than five per cent. of the consolidated total assets of the Issuer and its Subsidiaries taken as a whole, all as calculated as referred to in subparagraph (a) above, **provided that** the transferor Subsidiary (if a Principal Subsidiary) shall upon such transfer forthwith cease to be a Principal Subsidiary unless immediately following such transfer its undertaking and assets generate (or, in the case aforesaid, generate gross revenues equal to) not less than five per cent. of the consolidated gross revenues of the Issuer, or its assets represent (or, in the case aforesaid, are equal to) not less than five per cent. of the consolidated total assets of the Issuer and its Subsidiaries taken as a whole, all as calculated as referred to in subparagraph (a) above, and the transferee Subsidiary shall cease to be a Principal Subsidiary pursuant to this subparagraph (c) on the date on which the consolidated accounts of the Issuer and its Subsidiaries for the financial period current at the date of such transfer have been prepared and audited but so that such transferor Subsidiary or such transferee Subsidiary may be a Principal Subsidiary on or at any time after the date on which such consolidated accounts have been prepared and audited as aforesaid by virtue of the provisions of subparagraph (a) above or, prior to or after such date, by virtue of any other applicable provision of this definition,

- (e) all as more particularly defined in the Agency Agreement.

A report by two Directors of the Issuer that in their opinion a Subsidiary of the Issuer is or is not or was or was not at any particular time or throughout any specified period a Principal Subsidiary shall, in the absence of manifest error, be conclusive and binding on all parties.

"Banking Day" means a day a day which is both:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Copenhagen; and
- (b) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively) or (ii) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

"Indebtedness for Borrowed Money" means any indebtedness (whether being principal, premium, interest or other amounts) for or in respect of any notes, bonds, debentures, debenture stock, loan stock or other securities or any borrowed money or any liability under or in respect of any acceptance or acceptance credit.

"Subsidiary" has the meaning given to that term in Section 5(3) of Consolidated Act No. 763 of 23 July 2019 on public and private limited liability companies of the Kingdom of Denmark, as amended from time to time.

11. **REPLACEMENT OF NOTES, RECEIPTS, COUPONS AND TALONS**

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

12. PAYING AGENTS

12.1 Bearer Notes

The following shall only apply to Bearer Notes:

The names of the initial Paying Agents and their initial specified offices are set out below.

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

- (a) there will at all times be an Agent;
- (b) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority;
- (c) there will at all times be a Paying Agent in a Member State of the European Union that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; and
- (d) there will at all times be a Paying Agent in a jurisdiction within continental Europe, other than the jurisdiction in which the Issuer is incorporated.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 6.5 (*General provisions applicable to payments*). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 14 (*Notices*).

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

12.2 VP Systems Notes

The following shall only apply to VP Systems Notes:

In relation to VP Systems Notes, the Issuer will, in accordance with the rules and procedures applicable to and/or issued by VP (in the case of VP Notes) from time to time, appoint (i) VP as the central securities depository in the case of VP Notes, and (ii) a VP Issuing Agent. The VP Issuing Agent will be specified in the relevant Final Terms.

The Issuer is entitled to vary or terminate the appointment of VP or the VP Issuing Agent, as the case may be, **provided that** the Issuer will appoint another central securities depository or issuing agent, and in respect of the appointment of another VP Issuing Agent in accordance with the rules and procedures applicable to and/or issued by the VP (in the case of VP Notes) from time to time. The central securities depository and the VP Issuing Agent act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Noteholders. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 14 (*Notices*).

13. **EXCHANGE OF TALONS**

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 9 (*Prescription*).

14. **NOTICES**

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

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

Notwithstanding the above, all notices to holders of VP Systems Notes will be valid if given (i) in accordance with the procedures of the VP (in the case of VP Notes) and (ii) in a manner which complies with the rules of any stock exchange or other relevant authority on which the relevant VP Systems Notes are for the time being listed or by which they have been admitted to trading (and will be deemed to have been given to the holders of VP Systems Notes on the second day after the day on which the said notice was given in such manner).

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

Notices to be given by any holder of VP Systems Notes shall be in writing and given by lodging the same with the VP Issuing Agent.

15. **MEETINGS OF NOTEHOLDERS AND MODIFICATION**

15.1 **Holders of Bearer Notes**

The Agency Agreement contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Receipts, the Coupons or any of the provisions of the Agency Agreement. Such a meeting may be convened by the Issuer and shall be convened by the Issuer if required in writing by Noteholders holding not less than five per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal

amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes, the Receipts or the Coupons (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes, the Receipts or the Coupons), the quorum shall be one or more persons holding or representing not less than two-thirds in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one-third in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Receiptholders and Couponholders.

The Agent and the Issuer may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to:

- (a) any modification (except such modification in respect of which an increased quorum is required as mentioned above) of the Notes, the Receipts, the Coupons or the Agency Agreement which is not prejudicial to the interests of the Noteholders; or
- (b) any modification of the Notes, the Receipts, the Coupons or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law.

Any such modification shall be binding on the Noteholders, the Receiptholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 14 (*Notices*) as soon as practicable thereafter.

15.2 **Holders of VP Systems Notes**

The VP Issuing Agency Agreement will contain provisions for convening meetings of the holders of VP Systems Notes to consider any matter affecting their interests, including sanctioning by a majority of votes (as more fully set out in the VP Issuing Agency Agreement) a modification of the VP Systems Notes or any of the provisions of the VP Issuing Agency Agreement (or, in certain cases, sanctioning by a majority of two thirds of votes). Such a meeting may be convened by the Issuer, the VP Issuing Agent or the holders of VP Systems Notes holding not less than 10 per cent. of the Voting VP Systems Notes. For the purpose of this Condition 15, "**Voting VP Systems Notes**" means the aggregate nominal amount of the total number of VP Systems Notes not redeemed or otherwise deregistered in the VP (in the case of VP Notes), less the VP Systems Notes owned by the Issuer, any party who has decisive influence over the Issuer or any party over whom the Issuer has decisive influence.

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

16. **FURTHER ISSUES**

The Issuer shall be at liberty from time to time without the consent of the Noteholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest

thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

17. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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

18. **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

18.1 **Governing law**

The Agency Agreement, the Deed of Covenant, the VP Issuing Agency Agreement (if applicable), the Notes, the Receipts and the Coupons and any non-contractual obligations arising out of or in connection with the Agency Agreement, the Deed of Covenant, the VP Issuing Agency Agreement (if applicable), the Notes, the Receipts and the Coupons shall be governed by, and shall be construed in accordance with, English law, save for the provisions of Conditions 1.2, 2.1 (*Status of the Preferred Senior Notes*), 2.2 (*Status of the Non-Preferred Senior Notes*), 2.3 (*Status of the Subordinated Notes*), 2.4 (*No right of set-off or counterclaim*), 7.2.2 (*Early redemption for regulatory reclassification reasons*), 7.4 (*Redemption upon the occurrence of a MREL Disqualification Event*), 10.2 (*Events of Default relating to Non-Preferred Senior Notes and Subordinated Notes*) and 19 (*Recognition of the Danish Bail-In Power*), in the case of the registration and dematerialisation of VP Notes which are governed by, and shall be construed in accordance with, the laws of the Kingdom of Denmark.

Notwithstanding that, under the Capital Markets Act, the VP Registration Order and the rules and procedures applicable to and/or issued by the VP (together the "**Danish Remedies**"), holders of VP Systems Notes may have remedies against the Issuer for non-payment or non-performance under the Conditions applicable to such VP Systems Notes, a holder of a VP Systems Note must exhaust all available remedies under English law for non-payment or non-performance before any proceedings may be brought against the Issuer in Denmark in respect of the Danish Remedies. Notwithstanding the above, and in this limited respect only, a holder of a VP Systems Note may not therefore take concurrent actions in England or Denmark, as applicable.

18.2 **Submission to jurisdiction**

The Issuer irrevocably agrees, for the benefit of the Noteholders, the Receiptholders and the Couponholders, that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Notes the Receipts and/or the Coupons (including a dispute relating to any non-contractual obligations arising out of or in connection with the Notes, the Receipts and the Coupons) and accordingly submits to the exclusive jurisdiction of the English courts.

The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Noteholders, the Receiptholders and the Couponholders may take any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Notes, the Receipts and the Coupons (including any Proceedings relating to any non-contractual obligations arising out of or in connection with the Notes, the Receipts and the Coupons) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

18.3 **Appointment of Process Agent**

The Issuer appoints Law Debenture Corporate Services Limited at its registered office at Fifth Floor, 100 Wood Street, London EC2V 7EC as its agent for service of process, and undertakes that, in the event of Law Debenture Corporate Services Limited ceasing so to act or ceasing to be registered in England, it will appoint another person as its agent for service of process in England in respect of any Proceedings. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

18.4 **Other documents**

The Issuer has in the Agency Agreement and the Deed of Covenant submitted to, and will in the VP Issuing Agency Agreement submit to, the jurisdiction of the English courts and appointed (or will appoint, as applicable) an agent for service of process in terms substantially similar to those set out above.

19. **RECOGNITION OF THE DANISH BAIL-IN POWER**

19.1 **Agreement and Acknowledgement**

Notwithstanding and to the exclusion of any other term of the Notes or any other agreements, arrangements, or understandings between the Issuer and any Noteholder, by its acquisition of the Notes, each Noteholder (which, for the purposes of this Condition 19, includes each holder of a beneficial interest in the Notes) acknowledges and accepts that the Amounts Due arising under the Notes may be subject to the exercise of the Danish Bail-in Power by the Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by:

- (a) the exercise and effect of the Danish Bail-in Power by the Resolution Authority (which may be imposed without any prior notice to the Noteholders), which, without limitation, may include and result in any of the following, or some combination thereof:
 - (i) the reduction or cancellation of all, or a portion, of the Amounts Due;
 - (ii) the conversion of all, or a portion, of the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the Noteholder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Notes;
 - (iii) the cancellation of the Notes; and
 - (iv) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
- (b) the variation of the terms of the Notes, as deemed necessary by the Resolution Authority, to give effect to the exercise of the Danish Bail-in Power by the Resolution Authority.

The exercise of the Danish Bail-Power by the Resolution Authority pursuant to any relevant laws, regulations, rules or requirements in effect in Denmark is not dependent on the application of this Condition 19.

19.2 **Payment of Interest and Other Outstanding Amounts Due**

No repayment or payment of Amounts Due will become due and payable or be paid after the exercise of any Danish Bail-in Power by the Resolution Authority if and to the extent such amounts have been reduced, converted, cancelled, amended or altered as a result of such exercise.

19.3 **No Event of Default**

Neither a reduction or cancellation, in part or in full, of the Amounts Due nor the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the Danish Bail-in Power by the Resolution Authority with respect to the Issuer and/or the Notes will be an Event of Default.

19.4 **Notice to Noteholders**

Upon the exercise of the Danish Bail-in Power by the Resolution Authority with respect to the Issuer and/or the Notes, the Issuer will give notice to the Noteholders in accordance with Condition 14 (*Notices*) as soon as practicable regarding such exercise of the Danish Bail-in Power. The Issuer will also deliver a copy of such notice to the Agent for information purposes.

19.5 Definitions

In the Conditions, the following expressions have the following meanings:

"Amounts Due" means the principal amount of, or outstanding amount due under, the Notes, together with any accrued but unpaid interest due on the Notes. References to such amount will include amounts that have become due and payable, but which have not been paid, prior to the exercise of the Danish Bail-in Power by the Resolution Authority.

"Bail-In Legislation" means the Danish Recovery and Resolution Act, Consolidated Act no. 24 of 1 April 2019, as amended and the Danish Financial Business Act, Consolidated Act no. 937 of 6 September 2019 and any executive order or guidance rules issued pursuant thereto.

"Danish Bail-in Power" means any write-down, conversion, transfer, modification or suspension power existing from time to time under, and exercised in compliance with, any law or regulation in effect in Denmark, relating to the transposition of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended, including but not limited to the Bail-In Legislation and the instruments, rules and standards created thereunder, pursuant to which any obligation of a bank or investment firm or affiliate of a bank or investment firm can be reduced, cancelled, modified or converted into shares, other securities or other obligations of such entity or any other person (or suspended for a temporary period) by the Resolution Authority.

"Resolution Authority" means the Finansiell Stabilitet or any other authority with the ability to exercise the Danish Bail-in Power.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes, which include making a profit.

DESCRIPTION OF THE ISSUER

Introduction

Ringkjøbing Landbobank Aktieselskab (the "**Issuer**") is a regional full-service bank. As of 8 June 2018 Ringkjøbing Landbobank Aktieselskab merged with another regional bank; Nordjyske Bank A/S ("**Nordjyske Bank**"). The continuing bank is the Issuer, but the Issuer uses a two branding strategy using both names; Ringkjøbing Landbobank and Nordjyske Bank. Numbers relating to the Issuer prior to the merger will be referred to as "Old" Ringkjøbing Landbobank ("**Old**" **Ringkjøbing Landbobank**").

As at 31 March 2020 the Issuer had approximately 200,000 customers and a total balance sheet of DKK 51.5 million.

During 2019 the average number of full-time employees for the Issuer was 657 and the number of full-time employees at the end of 2019 was 652. For the first three months of 2020 the average number of full-time employees for the Issuer was 646 and the number of full-time employees at the end of March 2020 was 650.

The Issuer's head office is located in Ringkøbing and with a regional office located in Nørresundby. At the end of May 2020 the Issuer had six branches in Central and West Jutland (excluding the head office in Ringkøbing) and 15 branches in North Jutland (excluding the regional office in Nørresundby) and one in Copenhagen. Of the 15 branches in North Jutland three of these will in June 2020 merge into other branches. Furthermore, the Issuer at the same date had five private banking branches with one at the head office in Ringkøbing, one in Herning located at the branch in Herning in Central Jutland, one located in Aarhus and one in Vejle – both in Eastern Jutland – one located on Zealand north of Copenhagen and finally one located in North Jutland in Hassersis (the Aalborg area) at the branch in Hassersis.

The Issuer enjoys a strong position in both Central and West Jutland and in North Jutland with a very high **degree** of customer loyalty in both regions.

In addition to traditional banking, the Issuer has developed a department for long distance customers (Da. "*Fjernkundeafdelingen*") which, based on clear business concepts, provides services to selected customer groups throughout Denmark from the head office in Ringkøbing.

The Issuer's market share of bank loans calculated on information as of year-end 2019 is approximately 2-3 per cent. of the total bank loans in Danish banks.

History

The Issuer was founded in 1886, and its hallmark has always been stability and a sound footing in the culture of West Jutland.

Over recent years, the Issuer's return on equity has been among the best in Denmark and during both the Nordic bank crisis in the late 1980s and early 1990s and the recent financial crisis the Issuer has always achieved positive results.

In the period from the mid-1990s to 2006, the Issuer had a growth-oriented strategy which resulted in several different initiatives. In around 2012 the Issuer resumed the growth-oriented strategy.

In 1995, the Issuer established a department for long distance customers, focusing on niche businesses such as wind turbine financing, private banking and the financing of medical practitioners' purchase of private practices.

In addition, the Issuer has opened branches in Central and West Jutland over the years in Herning (in 1995), Holstebro (in 1997) and Viborg (in 2001). In 2004, the Issuer introduced a private banking concept, a private banking department was established in Ringkøbing, and a private banking branch was established in Herning in connection with the concept. The concept proved successful and was further strengthened in 2010 with the opening of a private banking branch north of Copenhagen and in 2014 with the opening of a private banking branch in Aarhus in Eastern Jutland – the second biggest city in Denmark. In January 2016, the Issuer opened a private banking branch in Vejle in Eastern Jutland and in 2019 a private banking branch was opened in Hassersis (in the Aalborg area) in North Jutland.

In 2002 the Issuer merged with Tarm Bank, in 2004 the Issuer bought out the activities in the small cooperative bank Sdr. Lem Andelskasse and in 2015 it bought out the activities in the small savings bank Ulfborg Sparekasse.

As stated above the Issuer on the 8 June 2018 merged with Nordjyske Bank A/S. Nordjyske Bank was a result of various mergers and acquisitions and the history of the bank dates back to 1891. In 2015 Nordjyske Bank A/S merged with another bank located in North Jutland, Nørresundby Bank A/S, with Nordjyske Bank A/S as the continuing entity.

The present strategy of the Issuer is to realise healthy, organic growth which shall be created through increasing the market share in the areas surrounding the existing branches, through the niches in which the Issuer has specialised, for example the department for long distance customers and the private banking branches of the Issuer.

Ownership

The Issuer is listed on Nasdaq Copenhagen and had 51,663 registered shareholders at the end of December 2019.

As of end May 2020 one shareholder – ATP, Hillerød, Denmark – has informed the Issuer that they individually own more than 5 per cent. of the share capital of the Issuer.

According to the Articles of Association each share of nominal DKK 1 carries one vote and a shareholder may not cast more than 3,000 votes.

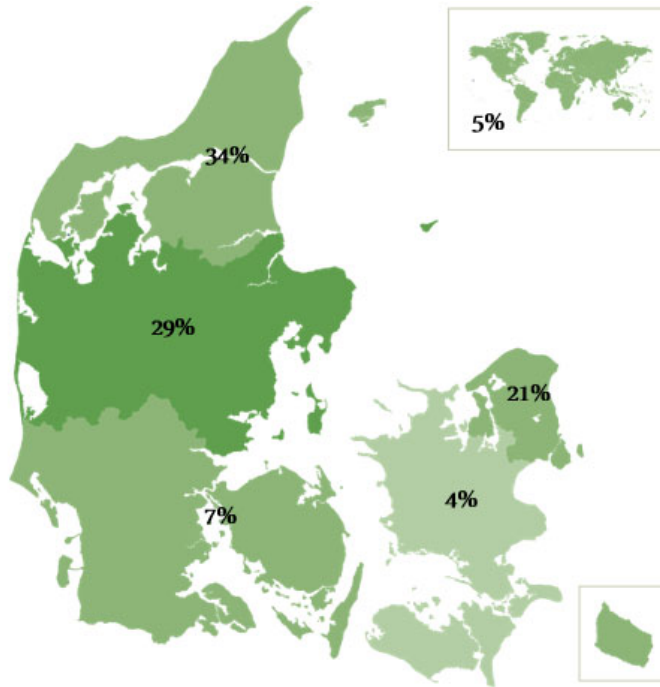
Business areas

The range of products the Issuer offers to its customers includes all traditional banking products to both business customers – mostly SMEs – and private customers including pension scheme products and mortgage credit loans, which are offered through cooperation with the mortgage companies Totalkredit and DLR Kredit.

Furthermore, the Issuer offers banking products to customers within selected niche areas where the Issuer maintains specialist knowledge and competencies. The selected niche areas include private banking, the financing of medical practitioners' and dentists' purchase of private practices, financing of renewable energy, including wind turbines, and selected whole sale loans, hereunder first priority financing of real property.

Geographical location

The map below sets out an overview of the loans and guarantee portfolio by customer location as a percentage of total bank loans and guarantee portfolio on a pro forma basis for the Issuer at the end of December 2019.



As will be evident from the map above there is a geographic diversification of the Issuer's loans and guarantee portfolio with the highest concentration in North Jutland (North Denmark Region), West, Central and East Jutland (Central Denmark Region) and in the Copenhagen area (Capital Region of Denmark).

Management

As of the end of May 2020 the Issuer's Board of Directors consisted of twelve members and the shareholders of the Issuer had elected 42 representatives to a Shareholders' Committee. This Committee has elected eight members to the Board of Directors and staff in the Issuer has elected four representatives to the Board of Directors.

The Articles of Association of the Issuer determines that the size of the Shareholders' Committee shall be jointly determined by the Shareholders' Committee and the Board of Directors and have a minimum of 37 and a maximum of 42 members. Furthermore, the Articles of Association determines that the Board of Directors shall consist of at least six and at most eight members who shall be elected by the members of the Shareholders' Committee. The Board of Directors shall also include the number of staff members as prescribed by law.

There are no conflicts of interest between any duties of the Issuer's Board of Directors or the Issuer's General Management and their private interests or other duties.

The Board of Directors comprises of the following persons:

Elected by the Shareholders' Committee:

Martin Krogh Pedersen, Ringkøbing
 CEO
 Chairman of the Board of Directors
 Business address:
 Birkevej 2
 DK-6971 Spjald
 Denmark

Other managerial activities – member of the management of:
 KP Components A/S

KP Components Group A/S
KP Group ApS
KP Group Holding ApS
K. P. Components Inc.
MHKP Holding ApS
MHKPO ApS
MHKPS ApS
PcP Corporation A/S
PcP Danmark A/S
Pensionstilskuds-fonden for medarbejdere i Ringkjøbing Landbobank
Techo A/S
Trestads Precisions Mekanik Aktiebolag

Mads Hvolby, Nørresundby
Chartered surveyor
Deputy chairman of the Board of Directors
Business address:
Gasværksvej 30 R
DK-9000 Aalborg
Denmark

Other managerial activities – member of the management of:
Landinspektørernes Gensidige Erhvervsansvarsforsikring
Landinspektørfirmaet LE34 A/S
NB Gruppen Landinspektøraktieselskab
NB Partnere I/S

Jens Møller Nielsen, Ringkøbing
General manager
Deputy chairman of the Board of Directors
Business address:
Herningvej 3
DK-6950 Ringkøbing
Denmark

Other managerial activities – member of the management of:
Byggeri & Teknik I/S
Den Selvejende Institution Generator
Ringkøbing Station
Vestjysk Landboforening
Vestjysk Mægler I/S
VL Revision, registreret revisionsaktieselskab

Morten Jensen, Dronninglund
Attorney-at-law
Business address:
Hasserisvej 174
DK-9000 Aalborg
Denmark

Other managerial activities – member of the management of:
Andersen & Aaquist A/S
Christine og Poul Goos Fond for Fri Forsikring
Dan Østergaard ApS
Dansk Bilglas A/S
Dansk Facility Service Holding A/S
Desmi Contracting A/S
Dronninglund Fjernvarmeværk A.m.b.a.
Ejendomsselskabet Nordtyskland I A/S
Ejendomsselskabet Nordtyskland II A/S
Ejendomsselskabet Nordtyskland III A/S

Ejendomsselskabet Nordtyskland IV A/S
Ejendomsselskabet Nordtyskland V A/S
Ejendomsselskabet Nordtyskland VI A/S
Ejendomsselskabet Nordtyskland VII A/S
Ejendomsselskabet Nordtyskland VIII A/S
Ejendomsselskabet Nordtyskland IX A/S
Ejendomsselskabet Nordtyskland Kommanditaktieselskab
Ejendomsselskabet Svinkløv Badehotel A/S
Ejendomsselskabet Udsigten A/S
Ergonomic Solutions International Ltd.
Ergonomic Solutions Manufacturing A/S
Ergonomic Solutions Nordic A/S
Havnens Fiskebod A/S
Hotel Sandvig Havn ApS
JenSchu K/S
Lundagergaard Holding ApS
Madera Holding ApS
Mesterbyg Klokkerholm A/S
Micodan A/S
Micodan Ejendomme A/S
Micodan Holding A/S
Micodan Norge AS
Miljø-Art A/S
PM Energi A/S
PM Parts A/S
RengøringsCompagniets Fond
Saga Shipping A/S
Skandia Kalk Holding ApS
Skovbakkevej 24 ApS
Square Holding A/S
Sølund Ejendomsinvest Holding A/S
Teglbakken, Niverød P/S
Toma Facility Denmark A/S
Vibeke Emborg Holding ApS
Vibeke Emborg Invest ApS

Jon Steingrim Johnsen, Humlebæk
COO
Business address:
Tuborg Boulevard 3
DK-2900 Hellerup
Denmark

Other managerial activities – member of the management of:

AIP Mangament P/S
A/S Kjøbenhavns Ejendomsselskab
Ejendomsaktieselskabet Dronningegården
Farmakonomernes Ejendomsaktieselskab
Farmapension A/S
Forca A/S
Forsikring & Pension
Forsikringsorganisationernes Fællessekretariat F.M.B.A.
Forstædernes Ejendomsaktieselskab
IIP Denmark P/S
IIP Denmark GP ApS
Institutional Holding P/S
Pensionskassen for Farmakonomer
Pensionskassen for Socialrådgivere, Socialpædagoger og Kontorpersonale
Pensionskassen for Sundhedsfaglige

Pensionskassen for Sygeplejersker og Lægeseekretærer
Pensionskassernes Administration A/S
PKA Ejendomme I I/S
PKA Ejendomme af 2012 I/S
PKA Ejendomme af 2013 I/S
PKA Private Funds III GP ApS
PKA Projektselskab I/S
PKA Skejby P/S
PKA Skejby Komplementar ApS
PKA Venture I GP ApS
PKA+Pension Forsikringsselskab A/S
Poppelstykket 12 A/S
Rugårdsvej Odense A/S
Socialrådgivernes, Socialpædagogernes og Kontorpersonalets Ejendomsaktieselskab
Sundhedsfagliges Ejendomsaktieselskab
Sygeplejerskernes og Lægeseekretærernes Ejendomsaktieselskab
Tuborg Havenvej I/S

Jacob Møller, Ringkøbing
CEO
Business address:
Ndr. Ringvej 4
DK-6950 Ringkøbing
Denmark

Other managerial activities – member of the management of:

Dansk Energi
Goenergi A/S
Iron Pump A/S
Iron Pump Ejendomme A/S
Iron Pump Holding A/S
N H Vind 16 ApS
RAH Fiberbredbånd A/S
RAH Holding A/S
RAH Net A/S
RAH Service A/S
Scanenergi A/S
Scanenergi Elsalg A/S
Scanenergi Holding A/S
Scanenergi Solutions A/S
Vestjyske Net 60 KV A/S
Vestjyske Net Service A/S

Lone Rejkjær Söllumann, Tarm
Financial manager
Business address:
Tværvej 31-33
DK-6880 Tarm
Denmark

Other managerial activities – member of the management of:
Tama ApS

Sten Uggerhøj, Frederikshavn
Car dealer
Business address:
Søndergade 244
DK-9900 Frederikshavn
Denmark

Other managerial activities – member of the management of:

A/S Knud Uggerhøj
Aktieselskabet Trigon
Atletikvej 1 ApS
Civilingeniør Bent Bøgh og Hustru Inge Bøghs Fond
Ejendomsselskabet Møllehuset A/S
Ejendomsselskabet Wedellsborgvej 1 A/S
Fortin Madrejon A/S
Hjørring Bilcenter A/S
Knud Uggerhøj Kapital ApS
MAN Nordjylland A/S
Solgt.com A/S
Solgt.com Invest ApS
Techno Danmark F.M.B.A.
Techno Forsikring A/S
Trigon Holding A/S
Uggerhøj A/S
Uggerhøj Ejendomme A/S
Uggerhøj Erhverv ApS
Uggerhøj Finans A/S
Uggerhøj Herning A/S
Uggerhøj Holding ApS
Uggerhøj Horsens A/S
Uggerhøj Aarhus A/S

Elected by the employees:

Dan Junker Astrup, Videbæk
Credit manager
Business address:
Torvet 1
DK-6950 Ringkøbing
Denmark

Gitte Elisa Sigersmunda Høgholm Vigsø, Holstebro
MA (Laws) / compliance employee
Business address:
Torvet 1
DK-6950 Ringkøbing
Denmark

Other managerial activities – member of the management of:

Finansforbundet
Finansforbundet Kreds Vest
Pensionstilskudsfonden for medarbejdere i Ringkøbing Landbobank

Arne Ugilt, Hjørring
Credit consultant
Business address:
Torvet 4
DK-9400 Nørresundby
Denmark

Finn Aaen, Aalborg
Business advisor
Business address:
Torvet 4
DK-9400 Nørresundby
Denmark

The Board of Directors appoints the General Management, which comprises:

John Bull Fisker, Ringkøbing
CEO

Member of the board of directors of:
Letpension A/S, Copenhagen (chairman)
Foreningen Bankdata, Fredericia (deputy chairman)
BI Holding A/S, Copenhagen (deputy chairman)
BI Asset Management Fondsmæglerselskab A/S, Copenhagen (deputy chairman)

PRAS A/S, Copenhagen
AUHE Midtvest's Støttefond, Herning
Pensionstilskuds-fonden for medarbejdere i Ringkøbing Landbobank, Ringkøbing

Member of the customer board of:
PFA Pension A/S, Copenhagen

Claus Andersen, Frederikshavn
General manager

Member of the board of directors of:
Sæbygård Skov A/S, Ringkøbing (chairman)
DLR Kredit A/S, Copenhagen
Lokale Pengeinstitutter, Copenhagen

Jørn Nielsen, Ringkøbing
General manager

Carl Pedersen, Nørresundby
General manager

Member of the board of directors of:
Direktør Carl Nøhr Frandsens Familie Fond
Vækst-Invest Nordjylland A/S, Aalborg

Objective

The Issuer has defined a number of objectives which are:

Full-service bank with a high level of competence: The Issuer wants to be known as a competent full-service bank and a strong niche player within private banking, covering high net worth private customers and financing of securities, financing of renewable energy projects, including wind turbines, financing of medical practitioners' and dentists' purchase of private practices, and selected wholesale loans. This involves a constant focus on the development of employee competencies.

Performance: The Issuer's objective is to achieve operating results among the best third, within the Danish financial sector. The Issuer's strategy for achieving this is through rational bank operations and a sound credit policy. The Issuer will focus on: 1) retention and development of the customer portfolio which is situated in North, Central and Western Jutland; and 2) serving and development of selected customer groups throughout Denmark via the Issuer's department for long distance customers and niche concepts and the Issuer's Private Banking branches through delivering a high level of expertise and competitive products.

Capital Structure: The Issuer intends to continue to run its business on a solid capital base. The Board of Directors have decided the following current long-term capital targets for the Issuer.

The common targets are: CET 1 capital ratio must be 13.5 per cent.; the total capital ratio must be 17 per cent. and the MREL capital ratio for covering the MREL requirement must be 23.5 per cent., including the capital buffers.

All capital targets are minimum figures that must be met at the end of the year, as there may be major fluctuations in the capital ratios over the year due to the capital rules applying to share buy-back programmes.

The MREL requirement mentioned in section "Risk factors - Risks related to Notes generally - Recovery and Resolution Directive" had to be met already from the beginning of 2019, because the Issuer has decided to meet the fully phased-in MREL requirement from that date. More information about the capital structure etc. can be found in the Annual Report for 2019 of the Issuer on pages 20-21, 25-29, 67 and 112-113 and in the Q1 2020 Report ended the 31 March 2020 of the Issuer on pages 7-9,12, 14, 21-22, 6 and 36.

Overview of financial performance

The tables below set out an analysis of the Issuer's profit and loss account, balance sheet and certain key figures and ratios derived from its financial statements for the years set out below.

The financial statements of the Issuer have been prepared in accordance with the provisions of the Danish Financial Business Act.

Profit and loss account and balance sheet

Please see below the audited figures for the whole year 2019 and the unaudited figures for the first quarter of 2019 and 2020 for the Issuer. All figures are extracted from the profit and loss accounts and balance sheets etc. (in accordance with the Danish Financial Business Act / Danish Gaap) of the Issuer.

Selected main figures from the profit and loss accounts

	The Issuer		
	Q1	Q1	Full
	2020	2019	year
	(million DKK)		
Net interest income	307	292	1,168
Net interest and fee income	501	483	1,993
Value adjustments	-27	+70	169
Staff and administration costs.....	191	198	778
Impairment charges for loans and other receivables etc.	-78	-27	110
Profit before tax	194	322	1,245
Profit after tax	158	259	978
Total comprehensive income.....	158	259	978

Selected main figures from the balance sheets

	The Issuer		
	31	31	31
	March	Dec	March
	(million DKK)		
Loans and other receivables at amortised cost ..	36,130	35,465	34,195
Deposits and other debt including pooled schemes	37,051	38,128	37,439
Shareholders' equity	7,380	7,610	7,071
Balance sheet total	51,531	52,941	50,266
Contingent liabilities	9,992	9,665	7,976
Total capital* ¹	8,097	8,350	6,775

¹ Capital base is computed as own funds after deductions.

Key figures for the Issuer and for "Old" Ringkjøbing Landbobank

Key figures for the Issuer and for "Old" Ringkjøbing Landbobank*1	The Issuer				"Old" Ringkjøbing Landbobank		
	As at 31 March	As at 31 Dec	As at 31 March	As at 31 Dec	As at 31 December		
	2020	2019	2019	2018	2017	2016	2015
Pre-tax return on equity (per cent.)	2.6	16.8	4.5	14.8	19.9	19.3	18.4
Return on equity after tax (per cent.)	2.1	13.2	3.6	12.1	16.0	15.8	14.3
Income/cost ratio (DKK).....	1.69	2.34	2.39	1.99	3.13	2.81	2.60
Tier 1 capital ratio (per cent.).....	15.0	15.0	14.1	18.8	16.5	16.9	17.1
Total capital ratio (per cent.).....	19.5	20.3	17.7	15.0	17.8	18.3	18.8
MREL capital ratio (per cent.).....	26.7	27.5	23.9	25.2	-	-	-

¹ Key figures as defined by the Danish Financial Supervisory Authority.

The Issuer has reduced its share capital once in each of the years 2012-2020.

The Issuer's annual general meeting of 4 March 2020 gave the Issuer's Board of Directors general authority to permit the Issuer to acquire its own shares to a total nominal value of 10 per cent. of the Issuer's share capital, so that the shares can be acquired at the current listed price, plus or minus 10 per cent. at the time of acquisition.

The Issuer's Board of Directors decided 4 March 2020 to exercise its authority to implement a share buy-back programme totalling DKK 150 million for cancellation at a future general meeting. The share buy-back programme should run from 5 March 2020 up to and including 30 June 2020.

The Issuer's Board of Directors decided based on the joint statement of 23 March 2020 made by the Danish government and Finance Denmark in light of the COVID-19 pandemic, 30 March 2020 to suspend the DKK 150 million share buy-back programme.

As at the date of this Prospectus, the Issuer's share capital is DKK 29,228,321.

The Board of Directors can increase the share capital by DKK 14,210,980 to DKK 43,439,301 in one or more increases until 3 March 2025.

Loan and guarantee portfolio

The table below sets out the Issuer's loans and guarantees by sector and industry, as a percentage of the Issuer's total loans and guarantees.

	The Issuer		
	As at 31 March 2020*	As at 31 December 2019*	As at 31 December 2018*
	Public authorities	0.0	0.0
Business			
Agriculture, hunting and forestry			
Cattle farming etc.	1.5	1.4	1.3
Pig farming etc.....	1.3	1.3	1.6
Other agriculture, hunting and forestry	5.5	5.5	5.2
Fishing	2.2	2.1	2.5
Industry and raw material extraction.....	3.0	3.2	2.9

	The Issuer		
	As at	As at	As at
	31 March	31 December	31 December
	2020*	2019*	2018*
Energysupply			
Renewable energy.....	6.5	6.7	6.8
Other energy supply.....	0.3	0.3	0.3
Building and construction.....	3.4	3.3	3.2
Trade	4.0	3.9	3.8
Transport, hotels and restaurants.....	1.8	1.8	1.6
Information and communication	0.5	0.5	0.4
Financing and insurance	8.4	7.7	9.9
Real property			
First-priority without prior creditors**	11.8	12.0	10.6
Other real estate financing***	4.6	4.8	4.6
Other business.....	6.6	6.6	7.8
Total business.....	61.4	61.1	62.5
Private.....	38.6	38.9	37.4
Total	100.0	100.0	100.0

The distribution by sector and industry is based on the sector codes of Statistics Denmark (Da. "Danmarks Statistik").

* The figures as at 31 December 2018 as at 2019 are audited, whereas the figures as at 31 March 2020 are unaudited.

** Loans with first mortgages on real property and construction financing without prior creditors.

*** Other forms of real estate financing, including loans with second mortgage on real property and a strong lessee with an irrevocable lease.

Funding structure

The principal source of funding is customer deposits which accounted for 72 per cent. of the total funds (Balance Sheet total) at 31 March 2020, 72 per cent. at 31 December 2019 and 75 per cent. of the total funds at 31 December 2018. Other sources of funding include equity, subordinated debt and market funding (from credit institutions and central banks).

	The Issuer		
	As at	As at	As at
	31 March	31	31
	2020	December	December
	(million	2019	2018
	DKK)	(million	(million
	DKK)	DKK)	DKK)
Equity.....	7,380	7,610	7,189
Subordinated debt.....	1,925	2,201	1,449
Other liabilities etc.....	669	617	676
Deposits and other debt including pooled schemes.....	37,051	38,128	36,993
- on demand	27,006	27,361	26,379
- up to 1 year	2,528	2,552	2,672
- more than 1 year and up to 5 years	1,243	1,281	1,573
- more than 5 years	2,380	2,658	2,582
Pooled schemes.....	3,894	4,276	3,787
Core funding.....	47,025	48,556	46,307
Credit institutions and central banks.....	2,277	2,173	1,916
- on demand	910	745	727
- up to 1 year	213	222	196
- more than 1 year and up to 5 years	658	686	607
- more than 5 years	496	520	386
Issued bonds	2,229	2,212	1,428

	The Issuer		
	As at 31 March 2020 <i>(million DKK)</i>	As at 31 December 2019 <i>(million DKK)</i>	As at 31 December 2018 <i>(million DKK)</i>
- on demand	-	-	-
- up to 1 year	-	-	-
- more than 1 year and up to 5 years	1,550	1,550	748
- more than 5 years	679	662	680
	4,506	4,385	3,344
Market funding	4,506	4,385	3,344
Total Funds (Balance Sheet total)	51,531	52,941	49,651

The funding structure by the end of March 2020, December 2019 and December 2018 is shown in the table below.

Distribution of funding	The Issuer		
	As at 31 March 2020 <i>(per cent.)</i>	As at 31 December 2019 <i>(per cent.)</i>	As at 31 December 2018 <i>(per cent.)</i>
Capital base (equity and subordinated debt)	18	19	17
Other liabilities	1	1	1
Deposits and other debt	72	72	75
Debt to credit institutions – term to maturity over 1 year	2	2	2
Debt to credit institutions – term to maturity under 1 year	2	2	2
Issued bonds – term to maturity over 1 year	5	4	3
Issued bonds – term to maturity under 1 year	-	-	-
Total	100	100	100

As seen from the table below, the Issuer had as at 31 March 2020, debt to credit institutions and issued bonds of DKK 1,124 million which expire within the next 12 months. This is more than covered by claims on central banks, other credit institutions and listed securities (also as seen from the table below):

	The Issuer		
	As at 31 March 2020 <i>(million DKK)</i>	As at 31 December 2019 <i>(million DKK)</i>	As at 31 December 2018 <i>(million DKK)</i>
Debt to credit institutions and central banks – term to maturity under 1 year	1,124	967	923
Total	1,124	967	923
Cash in hand and demand deposits with the central bank of Denmark	704	686	658
Receivables with notice from central banks – certificate of deposits	3,177	2,486	2,929
Receivables from credit institutions – term to maturity under 1 year	234	133	182
Listed bonds, shares and investment funds certificates at fair value	4,198	6,812	5,470
Total	8,313	10,117	9,239
Excess cover	7,189	9,150	8,316

As per the table above, the Issuer had excess coverage of approximately DKK 9.2 billion at the end of December 2019 and DKK 7.2 billion at the end of March 2020.

Risks and risk management

The Issuer is exposed to various types of risks in connection with its operations: credit risk, liquidity risk, operational risk and market risk. The Issuer's total market risk is comprised of interest rate risk, foreign exchange risk, share risk and property risk.

The Issuer's general policy with respect to assumption of risks is that the Issuer only assumes risks which it considers to be within a moderate risk profile and which are in accordance with the business principles under which the Issuer is run, and which the Issuer possesses the expertise to manage.

The general policy for management and monitoring of the various risks is that there must be both central control and central monitoring as well as reporting to the Issuer's General Management and Board of Directors. The management function and the control and reporting functions are separate, and the tasks in question are performed by different departments in the Issuer's central staff functions.

The section below contains a description of the various credit and market risks which should be read in conjunction with the Annual Report for 2019 and the Q1 2020 Report for the three months ended 31 March 2020 for the Issuer which contains specific numbers.

Credit risk

Credit risk is defined as the risk that payments owed to the Issuer are judged not to be collectable because of certain customers' lack of ability or willingness to pay at the agreed time.

The Issuer assumes credit risks on the basis of a policy, the objectives of which are to ensure a balance between risks assumed and the return gained by the Issuer, the maintenance of losses at an acceptable level relative to the Danish financial sector.

Historically, the "Old" Ringkjøbing Landbobank has always had a sound and conservative credit policy, and for the Issuer the focus will remain on ensuring an efficient management and monitoring of the Issuer's total portfolio of loans and guarantees via its central credit department.

Actual net losses

The table below documents the performance of "Old" Ringkjøbing Landbobank's credit policy.

Over the years the "Old" Ringkjøbing Landbobank has accumulated a reserve for loan losses and provisions for losses on guarantees which amounted to approximately DKK 931 million by the end of 2017. This has been established as the impairment charges included in the statement of income have been higher than the actual net losses shown in the table below. In connection with the merger in 2018, the loss write-off policy of Nordjyske Bank was harmonised to the loss write-off policy of the Issuer where by actual losses exceeded the impairment charges included in the statement of income. The harmonisation continued in 2019.

The total cumulative impairment charges for loans and other receivables, provisions for losses on guarantees and unutilised credit facilities of the Issuer was at the end of March 2020 total DKK 2,136 million.

The table below focuses on the actual losses of "Old" Ringkjøbing Landbobank and the Issuer providing a fair picture of the historic real losses of "Old" Ringkjøbing Landbobank.

Actual net losses on loans and guarantees in DKK thousands

Year	Actual net losses	Actual net losses after interest	Loans and other debtors with suspended calculation of interest	Impairments for loans and provisions for guarantees	Total loans, guarantees, impairments and provisions for guarantees	Percentage loss before interest [†]	Percentage loss after interest [†]
"Old" Ringkjøbing Landbobank							
1987.....	-6,696	304	10,544	75,000	1,358,464	-0.49%	0.02%

Year	Actual net losses	Actual net losses after interest	Loans and other debtors with suspended calculation of interest	Impairments for loans and provisions for guarantees	Total loans, guarantees, impairments and provisions for guarantees	Percentage loss before interest [*]	Percentage loss after interest [*]
1988.....	-14,205	-5,205	4,522	93,900	1,408,830	-1.01%	-0.37%
1989.....	-18,302	-5,302	13,107	117,270	1,468,206	-1.25%	-0.36%
1990.....	-15,867	-1,867	47,182	147,800	1,555,647	-1.02%	-0.12%
1991.....	-11,429	3,571	47,626	170,000	1,805,506	-0.63%	0.20%
1992.....	-32,928	-14,928	43,325	177,900	1,933,081	-1.70%	-0.77%
1993.....	-27,875	-6,875	30,964	208,700	1,893,098	-1.47%	-0.36%
1994.....	-14,554	4,446	33,889	223,500	1,938,572	-0.75%	0.23%
1995.....	-10,806	10,194	27,292	238,800	2,058,561	-0.52%	0.50%
1996.....	-19,802	-1,802	18,404	233,400	2,588,028	-0.77%	-0.07%
1997.....	-31,412	-12,412	39,846	236,600	3,261,429	-0.96%	-0.38%
1998.....	-2,914	18,086	4,905	263,600	3,752,602	-0.08%	0.48%
1999.....	-442	21,558	18,595	290,450	5,148,190	-0.01%	0.42%
2000.....	-405	27,595	12,843	316,750	5,377,749	-0.01%	0.51%
2001.....	-8,038	20,962	14,222	331,950	6,113,523	-0.13%	0.34%
2002.....	-8,470	20,530	26,290	382,850	7,655,112	-0.11%	0.27%
2003.....	-22,741	2,259	23,412	394,850	8,497,124	-0.27%	0.03%
2004.....	-14,554	9,446	18,875	404,855	11,523,143	-0.13%	0.08%
2005.....	-22,908	192	35,796	357,000	15,522,264	-0.15%	0.00%
2006.....	-13,531	7,028	20,578	295,000	17,858,787	-0.08%	0.04%
2007.....	-15,264	4,888	13,190	289,097	19,227,572	-0.08%	0.03%
2008.....	-34,789	-10,237	22,110	356,083	16,475,975	-0.21%	-0.06%
2009.....	-73,767	-47,658	62,649	467,025	14,890,027	-0.50%	-0.32%
2010.....	-69,428	-40,207	66,237	565,035	14,758,234	-0.47%	-0.27%
2011.....	-78,813	-43,073	61,419	649,856	14,448,638	-0.55%	-0.30%
2012.....	-90,022	-48,337	113,312	758,363	14,849,602	-0.61%	-0.33%
2013.....	-69,030	-25,117	85,258	853,421	16,604,640	-0.42%	-0.15%
2014.....	-53,427	-9,206	58,244	931,398	18,073,200	-0.30%	-0.05%
2015.....	-87,250	-48,815	74,220	942,950	20,194,063	-0.43%	-0.24%
2016.....	-86,666	-54,200	59,904	937,128	20,878,475	-0.42%	-0.26%
2017.....	-45,769	16,414	24,995	931,035	23,465,775	-0.20%	-0.07%
The Issuer							
2018.....	-251,451	-200,376	209,642	2,040,407	43,220,158	-0.58%	-0.46%
2019.....	-187,787	-118,934	212,195	2,031,645	47,161,735	-0.40%	-0.25%
2020 (1 January 31 March)	9,191	26,252	211,792	2,135,880	48,258,267	0.02%	0.05%
"Old" Ringkjøbing Landbobank / the Issuer 33 year average (1987- 2019)						-0.51%	-0.06%
10-year average (2010- 2019)						-0.44%	-0.24%

* Actual net losses relative to total loans, guarantees, impairment charges for loans and provisions for losses on guarantees, unutilised credit facilities and loan undertakings.

Explanation: The percentage losses are computed as the actual net losses for the year before and after interest on the impaired part of loans as a percentage of total loans, guarantees, impairments for loans and provisions for guarantees.
A minus in front of a percentage loss indicates a loss, while a positive percentage loss means that the interest on the impaired part of loans was greater than the actual net losses for the year. All the above figures are computed exclusive of amounts concerning reverse repo transactions and the national Bank Package I etc.

The 10-year average and the 33-year average are calculated as simple averages.

Supplementary comments on actual net losses in 2018 and 2019: In connection with the merger in 2018, the two banks' policies for writing down / off were harmonised. In 2018 this resulted in write-downs / -offs on exposures taken over from Nordjyske Bank. This harmonisation continued to a lesser extent and ended in 2019.

Credit concentration

The Issuer is focused on its credit concentration. With effect from 1 January 2018 an updated benchmark for large exposures in the DFSA's Supervisory Diamond ("**Supervisory Diamond**") was implemented. Now the benchmark is calculated as the sum of a bank's 20 largest exposures relative to its CET 1 capital with a limit value of less than 175 per cent.

	The Issuer		
	31 March 2020	31 December 2019	31 December 2018
Total Large Exposures (per cent.)	120.9	121.0	106.0

Credit approval process

The credit approval process is relatively centralised. There is a specific limit for credit approval defined for each employee which means that the employee in direct contact with the customer is able to approve minor credits. Medium sized credits/exposures can be approved by the branch manager whereas large credits/exposures need approval by the central credit department and/or by credit committees with General Management representation. Very large credits/exposures above a certain limit need approval from the Board of Directors.

Samples of the credits approved are regularly taken by the central credit control department to make sure the quality of the credit process is satisfactory (i.e. that collateral has been sufficiently ensured, the financial situation of the customer is well analysed and the customer has a reasonable ability to service the loans and in accordance with the credit policy of the Issuer). Furthermore, credits are audited by both the internal auditor and the external independent auditor of the Issuer on a regular test basis, and the credit approval process is also audited by the internal auditor of the Issuer.

Credit monitoring and management

All large credits are regularly reviewed. The Issuer collects accounts from all customers organized as limited liability companies as well accounts for a huge number of other customers. These accounts are analysed by the credit department at least once a year and more frequently for large customer and customers where the potential risk of default is increased.

In addition, surveys are conducted of the rest of the customer base. The samples of customers are selected randomly as well as by specific criteria such as overdraft, large exposures and specific types of credits which the Issuer expects to have an increased probability of default. For every customer with an increased probability of default a plan of action is defined by the customer advisor. These plans are approved and monitored by the central credit department.

The Board of Directors receive quarterly reporting of the credit risks.

Criteria for credit approval

In general the Issuer focuses on the following characteristics in the credit approval process:

- First priority security and/or other strong collateral;
- Steady income/cash flow stream; and
- Long-term relationship.

The criteria above are also important to the niche areas of the Issuer. The niche areas have a clear preference for credits with low margin and low risk in comparison to more risky credits with a higher margin.

The niche areas include:

- Loans to finance renewable energy (wind turbines and solar plants and bio mass plants): The Issuer is primarily focused on wind turbines erected onshore primarily in Denmark and Germany and solar plants primarily in Denmark and bio mass plants in Denmark, where the Issuer grants first priority loans. Wind turbines and solar plants erected in Germany and bio mass plants in Denmark are of particular interest to the Issuer, as the governments in both countries have guaranteed a subsidy, which supplements the market based electricity price/natural gas price. Also wind turbines and solar plants erected in Denmark are of interest - here are the firm subsidy now set in a subsidy tender process and fixed before the construction phase of the project is initiated.

- Financing of medical and dental practitioners' purchase or establishment of private practices and dentists' purchase or establishment of private practices: The establishment of a private medical practices is a highly regulated area in Denmark and the income inflow of a medical or dental practitioner is relatively stable compared to most other service trades.
- Selected wholesale loans: Wholesale loans relate primarily to real property loans comprising of loans secured by a first mortgage on property and/or loans secured by a second mortgage on property combined with a lessee that is considered by the Issuer to be financially in good credit standing according to internal evaluation criteria of the Issuer and with an irrevocable lease. In the context of second mortgage financing, the Issuer places importance on the project's ability to settle the debt prior to the expiration of the lease.
- Private Banking: Traditional private banking with a focus on assets under management and other aspects of optimising the customers' assets, including the financing of securities.

The valuation of security is highly dependent on the business sector. In general the Issuer calculates a value which allows the owner to earn a reasonable rate of return. The rate of return is adjusted over time to reflect changed lending costs as well as return on alternative investments. The valuations of private houses are based on an assessor valuation as well as external property valuation models.

Credit risk on financial counterparties

Exposures to financial counterparties, and therewith a credit risk, (including settlement risk) arise in connection with the Issuer's trading in securities, foreign currency and derivative financial instruments, the Issuer's loans to other banks and the Issuer's possession of bonds and payment handling. Settlement risk is the risk that the Issuer will not receive payment or securities corresponding to the securities and/or payments which the Issuer had made and delivered in connection with the settlement of trades in securities and/or currency.

The Issuer's Board of Directors grants lines for credit risks and the settlement risks against financial counterparties. When granting lines, account is taken of the individual counterparty's risk profile, rating, size and financial circumstances, and there is constant follow-up on the lines which are granted.

The Issuer's policy is to keep the credit risk exposure to financial counterparties at a balanced level relative to the Issuer's size, and to credit institutions with good credit quality.

Claims on central banks and credit institutions

One of the two major items concerning the credit risk exposure to financial counterparties is credit balances with central banks and credit institutions. The Issuer has assumed only a moderate risk on this item, and for the Issuer the total receivables from central banks and credit institutions, 98 per cent. as at 31 December 2019 was thus due within three months, and the percentage as at 31 March 2020 was 99 per cent.

The bond portfolio

The second of the two major items concerning the credit risk with financial counterparties is the Issuer's bond portfolio. For the Issuer the distribution of bonds by rating classes was as at 31 December 2019:

	As at 31 December 2019 (per cent.)
Bonds distributed by rating classes	
Aaa/AAA	76
Aa1/AA+	8
Aa2/AA	–
Aa3/AA-	–
A1/A+	–
A2/A	–
A3/A-	2
Baa1/BBB+	4
Baa2/BBB	1

	As at 31 December 2019 (per cent.)
Bonds distributed by rating classes	
Baa3/BBB-.....	2
Ba1/BB+.....	1
Ba2/BB.....	–
Ba3/BB-.....	–
Not rated	6
Total	100

Explanation: The bond portfolio distributed by rating classes. Ratings from the credit rating bureaus Moody's Investors Service, Standard & Poors and Fitch were used in the specification.

The majority of the bond portfolio consists of AAA-rated Danish government and mortgage credit bonds. To this should be added a portfolio of corporate bonds etc. The credit quality of the bonds in the corporate bonds portfolio is good, but their market value can vary over time in connection with general changes in credit spreads in the market, and company-specific circumstances can also affect the value of these bonds.

Liquidity risk

Liquidity risk refers to the ability of the Issuer to ensure the availability of appropriate cash funds to meet its payments obligations, stemming from mismatches between the maturities of assets and liabilities, and the liquidity risk arises in the general funding of the Issuer's activities and in the management of its operations.

It is the objective of the Issuer that the budgeted liquidity meets the current LCR requirement for a period of at least 12 months and to maintain sufficient liquidity for a stress scenario by means of recovery plans for a period of at least 12 months.

The daily liquidity is managed by the Issuer's accounts department and regularly reported to the Board of Directors and the General Management and another department controls the reporting.

The Issuer's assets are funded from a range of sources, primarily the Issuer's deposits, by taking up longer-term loans with other credit institutions, issuing preferred and non-preferred senior capital (MREL capital), by joint funding (bond issues) of the Issuer's home loans, via the subordinated capital taken up by the Issuer, and, finally, the Issuer's equity.

The Issuer's deposit base consists of core deposits and deposits from customers with a long-term relationship with the Issuer. The Issuer has also entered into longer-term bilateral loan agreements with various European business partners.

It should be noted that the Issuer's funding situation is not comprised such that the Issuer is dependent on the individual business partners.

To ensure diversification in funding, the Issuer also has an EMTN bond programme of EUR 2 billion. The programme helps to ensure alternative funding sources for the bank. Funds were also raised under the programme in 2019.

The Issuer has joint funding agreements with Totalkredit / Nykredit. The agreement mean that the Issuer can procure liquidity by letting Totalkredit / Nykredit issue SDO bonds against security in the loans, which the Issuer has provided to customers with security in real property.

As at 31 March 2020 the value of the Issuer's deposits (excluding pooled schemes) and equity exceeded the value of the Issuer's loans by DKK 4.4 billion. In addition, part of the loan portfolio for renewable energy projects was refinanced back-to-back with KfW Bankengruppe, and DKK 1.2 billion can be disregarded in terms of liquidity.

The Issuer's short-term funding (debt to credit institutions and central banks and issued bond) with a time to maturity of less than 1 year was by the end of March 2020 DKK 1.1 billion, corresponding to DKK 8.3 billion primarily placed in short-term investments in the central bank of Denmark and in liquid securities (please refer to the section titled "Description of the Issuer – Funding Structure").

In terms of liquidity, the Issuer must comply with the Liquidity Coverage Requirement ratio ("LCR Ratio"). This key ratio expresses the ability of banks to honor their payment obligations for a 30-day period without access to market funds. The LCR figure is computed as the ratio of a bank's cash and cash equivalents / liquid assets to its payment obligations for the next 30 days as computed in accordance with specific rules.

The minimum LCR requirement for both systematically important financial institution ("SIFI") and for non-SIFI banks (the Issuer is a non-SIFI bank) is that the LCR Ratio must be at least 100 per cent. On 31 December 2019 the Issuer's LCR Ratio was 204 per cent. and on 31 March 2020 the LCR Ratio was 176 per cent and the Issuer thus met the requirement.

With effect from 20 June 2018 the liquidity benchmark in the Supervisory Diamond was changed to an LCR benchmark, which will show the ability of banks to survive stressed liquidity for a three-month period with a limit of more than 100 per cent. As at 31 December 2018 and 2019 the Issuer's LCR three-month liquidity, which must exceed a limit value of 100 per cent., was 180 per cent. respectively 193 per cent. and as at 31 March 2020 it was 178 per cent.

For data on the funding structure please see the financial description as well as the Annual Report 2019 pages 19 and 39-40 and the notes to the Annual Report 2019 for the Issuer and on page 7 of the Q1 2020 Report for the three months ended 31 March 2020 of the Issuer.

Operational risk (non-financial risks)

The operational risk is defined as the risk of direct or indirect financial losses because of faults in internal processes and systems, human errors or external events.

The current capital adequacy rules require among other things banks to quantify and include an amount for operational risks when computing their capital adequacy.

The Issuer uses the so-called basic indicator method, where, on the basis of calculation of an average of the most recent three financial years' net incomes, a sum is quantified and added to the total risk exposure to cover the Issuer's operational risks.

The Issuer regularly produces reports on the losses and events which are judged to be attributable to operational risks. From the reports, an assessment is made whether procedures etc. can be adjusted and improved in order to avoid or minimise any operational risks. The Issuer's procedures are also regularly reviewed and assessed by the Issuer's internal and external auditors. In addition, the Issuer makes thematic reviews of selected business areas, identifying and assessing the potential risk scenarios for each area and subsequently adjusting the Issuer's procedures accordingly.

An important area under non-financial risks is the risk that the Issuer could be abused for money laundering or financing of terrorism. The Issuer wants to contribute to combating any form of money laundering and financing of terrorism etc.

The Issuer is required to maintain high standards for combating money laundering and financing of terrorism and to monitor and comply with financial sanctions. This role is an important part of banking in a globalised world.

The Issuer has implemented internal procedures, controls etc. to help comply with applicable rules in the area. The Issuer also regularly provides in-service training in combating money laundering and financing of terrorism for its employees.

Another important area in assessment of the Issuer's operational risks is IT. The Issuer's IT organisation and the management keep a watchful eye on the IT and cyber security risks, including preparation of IT emergency plans, in connection with which the Issuer specifies requirements and levels for availability and stability of the IT systems and data used by the Issuer. These requirements apply to both the Issuer's internal IT organisation and its primary external IT supplier, Bankdata, which the Issuer owns together with a number of other banks.

Market risks

Market risk is defined as the risk that the market value of the Issuer's assets and liabilities will change because of changes in market conditions. The Issuer's basic policy with respect to market risks is that the Issuer wishes to keep such risks at a moderate level.

The Issuer has determined a concrete exposures limits for each type of market risk, and the risk assessment includes the objective that there must be a sensible and balanced relationship between risk and return.

The Issuer uses derivatives to hedge and manage the various market risk types to the extent to which the Issuer wishes to reduce or eliminate, the market risks which the Issuer has assumed.

To supplement the more traditional measures of market risk, the Issuer has a mathematical/statistical model to compute market risks. The model is used to compute Value at Risk ("**VaR**"), which is regularly reported to the Issuer's management. VaR is a measure of risk which describes the Issuer's risk under normal market conditions.

An isolated VaR figure is calculated for interest rate positions, foreign exchange positions and listed share positions etc., and a total VaR figure is also calculated for all of the Issuer's market risks consisting of interest rate positions, foreign exchange positions and listed share positions etc. as the effect of diversification. This possibility of calculating a total VaR figure for the Issuer's market risks is one of the major advantages of the VaR model compared with more traditional measures of risk.

More information about the VaR model can be found in the Annual Report for 2019 for the Issuer on pages 19, 35, 38-39 and 106 and on page 6 of the Q1 2020 for the three months ended 31 March 2020.

Interest rate risk

The Issuer's loan and deposit business and accounts with credit institutions are mostly entered into on a variable basis. The Issuer also has certain fixed interest financial assets and liabilities, and hedging transactions are entered into as needed with a consequent reduction of the interest rate risk.

The Issuer's policy is to maintain a moderate interest rate risk, and thus the Issuer does not assume high levels of exposure to movements in the interest level.

The Issuer's interest rate risk is monitored and managed daily by the Issuer's securities department and the Issuer's accounts department controls maintenance of the limits for assumption of interest rate risk, and reports to the Issuer's Board of Directors and General Management.

As will be evident from the below table, "Old" Ringkjøbing Landbobank and the Issuer has had a moderate interest rate risk over the last five years in accordance with the Issuer's policy for this type of risk.

Date	Interest rate risk (per cent)
"Old" Ringkjøbing Landbobank	
31 December 2014.....	1.2
30 June 2015.....	1.5
31 December 2015.....	2.2
30 June 2016.....	2.1
31 December 2016.....	1.8
30 June 2017.....	0.8
31 December 2017.....	1.1
The Issuer	
30 June 2018.....	1.1
31 December 2018.....	1.0
30 June 2019.....	0.8
31 December 2019.....	0.9
31 March 2020.....	0.7

Explanation: The interest rate risk shows the impact on profit of a one percentage point change in interest rate level as a percentage of the Tier 1 capital.

Foreign exchange risk

The Issuer's principal currency is Danish kroner, but the Issuer has also entered into lending and deposit activities in other currencies.

The Issuer's policy is to maintain a low foreign exchange risk, so the Issuer reduces its exposures in foreign currencies via hedging.

The Issuer's positions in foreign exchange are managed daily by the foreign department, while the Issuer's accounts department monitors maintenance of limits and reports to the Board of Directors and General Management.

The Issuer's foreign exchange risk has in 2020, 2019 and 2018 as in the previous five years been at an insignificant level.

	The Issuer			"Old" Ringkjøbing Landbobank		
	31 March	31 December	31 December	31 December		
	2020	2019	2018	2017	2016	2015
Foreign exchange position ^(*)	1.4	1.4	1.1	1.1	0.6	0.8
Foreign exchange risk ^(*)	0.0	0.0	0.0	0.0	0.0	0.0

^(*) Foreign exchange position is defined as foreign exchange indicator 1 in per cent. of Tier 1 capital according to the definitions of the official key figures from the Danish Financial Supervisory Authority.

^(*) Foreign exchange risk is defined as foreign exchange indicator 2 in per cent. of Tier 1 capital according to the definitions of the official key figures from the Danish Financial Supervisory Authority.

Share price risk

The share price risk is the risk of losing money as a result of declining share prices of companies in which the Issuer owns shares.

The Issuer co-owns various sector companies via equity interests in BI Holding A/S (BankInvest), Bokis A/S, DLR Kredit A/S, Letpension Holding A/S, PRAS A/S, Stonehenge Fondsmæglerselskab A/S, Swift and others.

The sector companies can be seen as a way of outsourcing a number of services while the Issuer still keeps an interest through its ownership stake in the companies. Larger banks typically provide these services through wholly owned subsidiaries, and the equity interests are thus not deemed to be a part of the Issuer's share risk as the positions are primarily held as alternatives to wholly owned subsidiaries. The Issuer also holds a small portfolio of listed shares etc.

The Issuer's policy is to maintain a moderate share price risk. The daily management of the Issuer's share portfolio is undertaken by the securities department, while monitoring of the lines and reporting to the General Management and the Board of Directors are performed by the accounts department.

"Old" Ringkjøbing Landbobank and The Issuer has maintained modest share exposure during recent years.

Date	Share exposure (per cent.)
"Old" Ringkjøbing Landbobank	
31 December 2015	0.9

Date	Share exposure (per cent.)
31 December 2016.....	1.3
31 December 2017.....	0.6
The Issuer	
31 December 2018.....	0.8
31 December 2019.....	0.7
31 March 2020.....	0.8

Explanation: The share exposure is computed as the Issuer's portfolios of shares (excluding sector shares and bond-based investment fund certificates) as a percentage of the Issuer's equity.

Value at Risk

The Issuer's total Value at Risk as at 31 December 2019 was DKK 10.7 million. This sum relates to the maximum loss from a statistical perspective which the Issuer could risk losing with 99 per cent. probability if all market positions were retained unchanged for a period of 10 days.

VaR summary 2019 (million DKK) – The Issuer (Audited figures)

Risk	Average	Lowest	Highest	End of year
	VaR figure	VaR figure*	VaR figure*	VaR figure
Interest	14.5	6.0	29.0	10.2
Foreign exchange.....	0.1	0.1	0.4	0.1
Share price	3.6	3.3	3.7	3.5
Diversification	-3.5	-3.0	-4.1	-3.1
Total VaR figure.....	14.7	6.4	29.0	10.7

*Determined by the total VaR figure

As shown from the table, the Issuer's total VaR figure throughout 2019 varied from DKK 6.4 million to DKK 29.0 million with an average of DKK 14.7 million. The variation over time reflects the fact that the Issuer regularly adjusts the size of its market positions, and that the risk in the financial markets varies over time.

The Issuer's total Value at Risk at 31 March 2020 was DKK 19.3 million. This sum relates to the maximum loss from a statistical perspective which the Issuer could risk losing with 99 per cent. probability if all market positions were retained unchanged for a period of 10 days.

VaR summary 1 January – 31 March 2020 (million DKK) - The Issuer (unaudited figures)

Risk	Average	Lowest	Highest	End of period
	VaR figure	VaR figure*	VaR figure*	VaR Figure
Total VaR figure.....	13.2	7.2	19.5	19.3

*Determined by the total VaR figure

As shown from the table, the Issuer's total VaR figure throughout the period from 1 January 2020 to 31 March 2020 varied from DKK 7.2 million to DKK 19.5 million with an average of DKK 13.2 million. The variation over time reflects the fact that the Issuer regularly adjusts the size of its market positions, and that the risk in the financial markets varies over time.

Property risk

The Issuer primarily wishes to possess only properties for use in banking operations, and also to maintain low property risks.

The Issuer's portfolio of both domicile and investment properties is thus quite modest relative to the Issuer's balance sheet total and equity (domicile and investment properties totalled 0.4 per cent. of total assets and 3.1 per cent. of shareholders' equity at 31 March 2020).

TAXATION

The tax laws of the investor's state and of the Issuer's state of incorporation might have an impact on the income received from the securities. Prospective purchasers of Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries.

Danish Taxation

The following is a general summary description of Danish taxation of the Notes according to the Danish tax laws in force at the date of this Prospectus and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of the Notes, and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as professional dealers in securities) may be subject to special rules. The following cannot replace actual tax counselling. Potential investors are strongly recommended to obtain tax counselling from a competent tax advisor to clarify the individual consequences of their investment, holding and disposal of the Notes. The Issuer makes no representations regarding the tax consequences of purchase, holding or disposal of the Notes.

Taxation at source

The existing Danish tax laws apply no general withholding tax or coupon tax to payments of interest or principal or other amounts due on the Notes, other than in certain cases on payments in respect of controlled debt in relation to the Issuer as referred to in consolidated Act No. 1164 of 6 September 2016 on corporate taxation (in Danish "*Selskabsskatteloven*") as amended from time to time. This will not have any impact on Noteholders who are not in a relationship whereby they control, or are controlled by, the Issuer, or where the Noteholders and the Issuer are not controlled by the same group of shareholders.

Resident Noteholders

Private individuals, including individuals who are engaged in financial trade, companies and similar enterprises resident in Denmark for tax purposes or receiving interest on the Notes through their permanent establishment in Denmark are liable to pay Danish tax on such interest.

Capital gains are taxable for individuals and corporate entities in accordance with the Consolidated Act No. 1283 of 25 October 2016 capital and exchange gains (in Danish "*Kursgevinstloven*"). Gains and losses on Notes held by corporate entities are generally taxed in accordance with a mark-to-market principle (in Danish "*lagerprincippet*"), i.e. on an unrealised basis.

Gains and losses on Notes issued to individuals are generally taxed once the gain or loss is realised. The net gains are taxed as capital income at a rate of up to 42 per cent in 2020. However, this rate does not apply if the individual is considered a professional financial trader. The gain or loss will only be included in the taxable income when the net gain or loss for the year on all debt claims, debt denominated in foreign currency and investment certificates in bond-based investment funds subject to the minimum taxation exceeds a total of DKK 2,000.

Pension funds and other entities governed by the Consolidated Act No. 185 of 6 March 2020 on Taxation of Pension Investments Returns (in Danish "*Pensionsafkastbeskatningsloven*"), as amended from time to time, would, irrespective of realisation, be taxed on annual value increase or decrease in the fair market value of the Notes according to a mark-to-market principle (in Danish "*lagerprincippet*") as specifically laid down in the act. Such net return is generally taxed at a flat rate of 15.3 per cent.

Non-Resident Noteholders

Under existing Danish tax laws, payments of interest or principal amounts to any non-resident Noteholders are not subject to taxation in Denmark, other than in certain cases on payments in respect of controlled debt in relation to the Issuer as referred to under "*Taxation at source*" above. Thus no Danish withholding tax will be payable with respect to such payments and any capital gain realised upon the sale, exchange or retirement of a Note will not be subject to taxation in Denmark, other than in certain cases on

payments in respect of controlled debt in relation to the Issuer as referred to under "*Taxation at source*" above.

This tax treatment applies solely to Noteholders who are not subject to full tax liability in Denmark or included in a Danish joint taxation scheme and do not carry on business in Denmark through a permanent establishment.

FATCA

Whilst the Notes are in global form and held within Euroclear or Clearstream, Luxembourg (together, the "ICSDs"), it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Notes by the Issuer, any paying agent and the Common Depositary, given that each of the entities in the payment chain beginning with the Issuer and ending with the ICSDs is a major financial institution whose business is dependent on compliance with FATCA. Any alternative approach introduced under an intergovernmental agreement will be unlikely to affect the securities. The documentation expressly contemplates the possibility that the securities may go into definitive form and therefore that they may be taken out of the ICSDs. If this were to happen, then a non-FATCA compliant holder could be subject to withholding. However, definitive notes will only be printed in remote circumstances.

The Proposed Financial Transactions Tax ("FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (each, other than Estonia, a "**participating Member State**").

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

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

The FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION AND SALE

The Dealers have, in a programme agreement (the "**Programme Agreement**") dated 24 June 2020, agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under "*Form of the Notes*" and "*Terms and Conditions of the Notes*". In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

United States

The Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

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

Each Dealer has agreed that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver Notes, (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche, as certified to the Fiscal Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Notes to or through more than one Dealer, by each of such Dealers as to the Notes of such Tranche purchased by or through it, in which case the Fiscal Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to, or for the account or benefit of, U.S. persons, and such Dealer will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has also represented and agreed that neither it, its affiliates (as defined in Rule 405 of the Securities Act) nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts with respect to the Notes and it and they have complied and will comply with the offering restrictions requirement of Regulation S. Terms used in this paragraph have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering of Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Prohibition of Sales to EEA and UK Retail Investors

Unless the Final Terms in respect of any Notes specifies the "Prohibition of Sales to EEA and UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to any retail investor in the EEA or in the UK. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - (ii) a customer within the meaning of the IDD, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA and UK Retail Investors" as "Not Applicable", in relation to each Member State of the EEA or in the UK (each, a "**Relevant State**"), each Dealer has represented, and agreed that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the

Final Terms in relation thereto to the public in that Relevant State except that it may make an offer of such Notes to the public in that Relevant State:

- (a) *Qualified investors*: at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (b) *Fewer than 150 offerees*: at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) *Other exempt offers*: at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation.

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 1 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

United Kingdom

- (d) Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:
 - (i) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;
 - (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
 - (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No.25 of 1948), as amended (the "FIEA"). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer to sell any Notes in Japan or to, or for the benefit of, a resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident in Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, FIEA and other relevant laws and regulations of Japan.

Kingdom of Denmark

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered or sold and will not offer, sell or deliver any Notes directly or indirectly in the Kingdom of Denmark by way of a public offering, unless in compliance with Prospectus Regulation, the Consolidated Danish Act No. 377 of 2 April 2020 on Capital Markets, as amended from time to time, and Executive Orders issued thereunder and Executive Order No. 1580 of 17 December 2019 to the Danish Financial Business Act to the extent applicable.

Notes issued through the VP will be negotiable instruments and will not be subject to any restrictions on their free negotiability within the Kingdom of Denmark.

France

Each of the Dealers has represented and agreed, that it has not offered or sold and will not offer or sell, directly or indirectly, any Notes to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Prospectus, the relevant Final Terms or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (a) persons providing investment services relating to portfolio management for the account of third parties (*personnes fournissant le service de gestion de portefeuille pour compte de tiers*), and/or (b) qualified investors (*investisseurs qualifiés*), other than individuals, acting for their own account, as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 of the French *Code monétaire et financier*.

Belgium

Other than in respect of Notes for which "Prohibition of Sales to Belgian Consumers" is specified as "Not Applicable" in the Final Terms, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not advertised, offered, sold or delivered and will not advertise, offer, sell or deliver, directly or indirectly, Notes to any Belgian Consumers, and has not distributed or caused to be distributed and will not distribute or cause to be distributed, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer. For these purposes, a "Belgian Consumer" has the meaning provided by the Belgian Code of Economic Law, as amended from time to time (*Wetboek van 28 februari 2013 van economisch recht/Code du 28 février 2013 de droit économique*), being any natural person resident or located in Belgium and acting for purposes which are outside his/her trade, business or profession.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any of the other Dealers shall have any responsibility therefor.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed "General" above.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification may be set out in the relevant Final Terms (in the case of a supplement or modification relevant only to a particular Tranche of Notes) or in a supplement to this Prospectus.

None of the Issuer and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

GENERAL INFORMATION

Authorisation

The current update of the Programme and the issue of Notes have been duly authorised by a resolution of the Board of Directors of the Issuer dated 26 May 2020.

Listing, Approval and Admission of Notes

It is expected that each Tranche of Notes which is admitted to the Official List and trading on the London Stock Exchange's regulated market will be admitted separately as and when issued, subject only to the issue of a Global Note or Notes initially representing the Notes of such Tranche. Application has been made to the UK Listing Authority for Notes issued under the Programme to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on the London Stock Exchange's regulated market. The listing of the Programme is expected to be granted on or before 24 June 2020.

Documents Available

- (a) For the period of 12 months following the date of this Prospectus, copies of the following documents will, when published, be available for inspection from the registered office of the Issuer and from the specified office of the Paying Agent for the time being or at www.landbobanken.com:
- (i) the constitutional documents (with a direct English translation thereof) of the Issuer;
 - (ii) the audited financial statements of the Issuer as at and for the financial year ended 31 December 2019 together with the audit reports prepared in connection therewith. The Issuer currently prepares audited non-consolidated accounts on an annual basis;
 - (iii) the most recently published audited annual financial statements of the Issuer and the most recently published unaudited interim financial statements (if any) of the Issuer, in each case together with any audit or review reports prepared in connection therewith. The Issuer currently prepares unaudited non-consolidated interim financial statements on a quarterly basis;
 - (iv) the Agency Agreement, the Deed of Covenant and the forms of the Global Notes, the Notes in definitive form, the Receipts, the Coupons and the Talons;
 - (v) a copy of this Prospectus; and
 - (vi) any future offering circulars, prospectuses, information memoranda and supplements including Final Terms (save that a Final Terms relating to a Note which is neither admitted to trading on a regulated market in the European Economic Area or in the UK nor offered in the European Economic Area or in the UK in circumstances where a prospectus is required to be published under the Prospectus Regulation will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer and the Paying Agent as to its holding of Notes and identity) to this Prospectus and any other documents incorporated herein or therein by reference.

For the period of 12 months following the date of this Prospectus, copies of each VP Issuing Agency Agreement relating to VP Systems Notes of the relevant Series will be available for inspection from the registered office of the Issuer and from the specified office of the VP Issuing Agent for the time being (save that a VP Issuing Agency Agreement relating to a Note which is neither admitted to trading on a regulated market in the European Economic Area or in the UK nor offered in the European Economic Area or in the UK in circumstances where a prospectus is required to be published under the Prospectus Regulation will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer and the VP Issuing Agent as to its holding of Notes and identity).

Clearing Systems

The Bearer Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms. If the Notes are to clear through an additional or alternative clearing system (including the VP) the appropriate information will be specified in the applicable Final Terms. Euroclear, Clearstream, Luxembourg and the VP are the entities in charge of keeping records.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium, the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg, and the address of VP is Weidekampsgade 14, PO Box 4040, DK-2300, Copenhagen S, Denmark. The address of any alternative clearing system will be specified in the applicable Final Terms.

Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

Significant or Material Change

There has been no significant change in the financial position or financial performance of the Issuer since 31 March 2020 and there has been no material adverse change in the financial position or prospects of the Issuer since 31 December 2019, save for the potential impact of COVID-19 as disclosed in "*Risk Factors – Risks related to the general economic and geopolitical conditions in Denmark and internationally which may have a material adverse effect on the Issuer's business, results of operations, financial position or prospects*" and "*Risk Factors - Risks related to Notes generally*".

Litigation

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during the 12 months before the date of this Prospectus which may have, or have had in the recent past, significant effects on the Issuer's financial position or profitability.

Auditors

The auditors of the Issuer are PricewaterhouseCoopers, *Statsautoriseret Revisionspartnerselskab* (state-authorized public accountants), who have audited the Issuer's accounts, without qualification, in accordance with Danish Standards on Auditing for the financial years, which ended on 31 December 2018 and 31 December 2019 respectively. The auditors of the Issuer have no material interest in the Issuer. The audited annual financial statements of the Issuer for the financial years ended 31 December 2018 and 31 December 2019 have been prepared in accordance with provisions of the Danish Financial Business Act. PricewaterhouseCoopers, *Statsautoriseret Revisionspartnerselskab* is a member of "FSR Danske Revisorer", the Danish Association of State Authorised Public Accountants.

Dealers transacting with the Issuer

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to the Issuer and its affiliates in the ordinary course of business.

Yield

The yield of each Tranche of Notes bearing interest at a fixed rate as set out in the relevant Final Terms will be calculated as of the relevant issue date on an annual or semi-annual basis using the relevant issue price. It is not an indication of future yield.

Legal Entity Identifier

The Legal Entity Identifier of the Issuer is 2138002M5U5K4OUMVV62.

Issuer website

The Issuer's website is www.landbobanken.com. Unless specifically incorporated by reference into this Prospectus, information contained on the website does not form part of this prospectus.

Validity of prospectus and prospectus supplements

For the avoidance of doubt, the Issuer shall have no obligation to supplement this Prospectus after the end of its 12-month validity period.

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ISSUER

Ringkøbing Landbobank Aktieselskab

Torvet 1
DK-6950 Ringkøbing
Denmark

ISSUING AND PRINCIPAL PAYING AGENT

BNP Paribas Securities Services, Luxembourg Branch

60, Avenue J.F. Kennedy
L – 1855 Luxembourg
Luxembourg

LEGAL ADVISERS

To the Issuer as to Danish law

Gorrissen Federspiel Advokatpartnerselskab

Axeltorv 2
DK-1609 Copenhagen V
Denmark

To the Dealers as to English law

Clifford Chance LLP

10 Upper Bank Street
Canary Wharf
London E14 5JJ

AUDITORS

To the Issuer

PricewaterhouseCoopers, Statsautoriseret Revisionspartnerselskab

Platanvej 4
DK-7400 Herning
Denmark

LISTING AGENT

BNP Paribas Securities Services, Luxembourg Branch

60, Avenue J.F. Kennedy
L-1855 Luxembourg
Luxembourg

ARRANGER

Nordea Bank Abp

Satamaradankatu 5
FI-00020 NORDEA
Finland

DEALERS

Danske Bank A/S

2-12 Holmens Kanal
DK-1092 Copenhagen K
Denmark

Landesbank Baden-Württemberg

Am Hauptbahnhof 2
70173 Stuttgart
Germany

Nordea Bank Abp

Satamaradankatu 5
FI-00020 NORDEA
Finland

Nykredit Bank A/S

Kalvebod Brygge 1-3
DK-1780 Copenhagen V
Denmark

Skandinaviska Enskilda Banken AB (publ)

Kungsträdgårdsgatan 8
106 40 Stockholm
Sweden

