

This Prospectus was approved by the Swedish Financial Supervision Authority on 23 September 2024 and is valid for twelve (12) months after the date of its approval, provided that it is supplemented as required by Article 23 of the Prospectus Regulation. The obligation to supplement this Prospectus in the event of any significant new factors, material mistakes or material inaccuracies does not apply when the Prospectus is no longer valid.



SKANDINAVISKA ENSKILDA BANKEN AB (publ)

**Prospectus for the admission to trading of
SEK 5,000,000,000 Floating Rate Additional Tier 1 Convertible Notes
ISIN SE0022448635**

Joint Bookrunners

Danske Bank A/S, Danmark, Sverige filial

Nordea Bank Abp

Swedbank AB (publ)

DNB Bank ASA

Skandinaviska Enskilda Banken AB (publ)

IMPORTANT INFORMATION

In this prospectus, the “**Issuer**”, “**SEB**” or the “**Bank**” means Skandinaviska Enskilda Banken AB (publ). The “**Group**” means the Issuer with all its subsidiaries from time to time (each a “**Group Company**”). The “**Joint Bookrunners**” means Danske Bank A/S, Danmark, Sverige filial, DNB Bank ASA, Nordea Bank Abp, Skandinaviska Enskilda Banken AB (publ) and Swedbank AB (publ).

Words and expressions defined in the terms and conditions beginning on page 42 (the “**Terms and Conditions**”) have the same meanings when used in this prospectus (the “**Prospectus**”), unless expressly stated otherwise or follows from the context.

The Issuer has issued a total of 2,500 Additional Tier 1 Capital notes (the “**Notes**”) in the Total Nominal Amount of SEK 5,000,000,000 on 3 September 2024 (the “**Issue Date**”). This Prospectus has been prepared for the admission to trading of the Notes on Nasdaq Stockholm. This Prospectus does not contain and does not constitute an offer or a solicitation to buy or sell Notes. This Prospectus is governed by Swedish law. The courts of Sweden have exclusive jurisdiction to settle any dispute arising out of or in connection herewith.

This Prospectus has been approved and registered by the Swedish Financial Supervisory Authority (*Finansinspektionen*) (the “**SFSA**”) pursuant to the provisions of Article 20 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (the “**Prospectus Regulation**”).

Notice to investors

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

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

Each potential investor in the Notes must in light of its own circumstances determine the suitability of the investment. In particular, each potential investor should conduct their own investigation and analysis of the Issuer and the Group and the data set forth in this Prospectus and investors are urged to take steps to ensure that they understand the transaction and have made an independent assessment of the appropriateness of the transaction in light of their own objectives and circumstances before entering into any transaction (including the possible risks and benefits of entering into such transaction). Investors should also consider seeking advice from their own advisers in making this assessment.

MiFID II Product Governance

Solely for the purposes of the product governance requirements set forth in Directive 2014/65/EU as amended (“**MIFID II**”), the target market assessment made by the Joint Bookrunners for 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 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 Joint Bookrunners’ 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 Joint Bookrunners’ target market assessment) and determining appropriate distribution channels.

The Notes are not intended to be, and should thus not be, offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended). Consequently, no key information document required by Regulation (EU) No. 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Forward-looking statements and market data

The Prospectus contains certain forward-looking statements that reflect SEB’s current views or expectations with respect to future events and financial and operational performance. The words “intend”, “estimate”, “expect”, “may”, “plan”, “anticipate” or similar expressions regarding indications or forecasts of future developments or trends, which are not statements based on historical facts, constitute forward-looking information. Although SEB believes that these statements are based on reasonable assumptions and expectations, SEB cannot give any assurances that such statements will materialise. Because these forward-looking statements involve known and unknown risks and uncertainties, the outcome could differ materially from those set out in the forward-looking statement. Factors that could cause SEB’s and the Group’s actual operations, result or performance to differ from the forward-looking statements include, but are not limited to, those described in the section “*Risk factors*”. The forward-looking statements included in this Prospectus apply only to the date of the Prospectus. SEB undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, other than as required by law. Any subsequent forward-looking information that can be ascribed to SEB and the Group or persons acting on SEB’s behalf is subject to the reservations in or referred to in this section.

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

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RISK FACTORS

*The purpose of this section is to enable a potential investor to assess the relevant risks related to their potential investment in the Notes in order to make an informed investment decision. The risk factors set forth below are therefore limited to risks that are material and specific to Skandinaviska Enskilda Banken AB (publ) (the “**Issuer**” or “**SEB**” and together with any other entities which are part of the Swedish prudential consolidated situation (as such term is used in the Applicable Capital Regulations (as defined in the Terms and Conditions)) of which the Issuer is a part, from time to time, the “**Group**”) and the Notes in the opinion of the Issuer in accordance with Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (the “**Prospectus Regulation**”).*

This section describes the risk factors considered to be material in relation to the Group based on the information known as at the date of the Prospectus and each of these risks will continue to be relevant to the Group. If any of these risks actually materialise, the Group’s business, financial condition, results of operations and prospects could be materially adversely affected and, consequently, the value of the Notes could decline. This could in turn have a material adverse effect on the Issuer’s ability to satisfy and fulfil its obligations under the Notes. Further, this section describes certain risks relating to the structure of the Notes and market risks associated with the Notes.

The risk factors are presented in categories where the most material risk factor in a category is presented first under that category. Subsequent risk factors in the same category are not ranked in any particular order.

Risk factors related to the markets and economies in which SEB operates

SEB’s business, earnings and results of operations are materially affected by conditions in the global and regional financial markets and by global and regional economic conditions.

The macroeconomic environment is one of the major drivers of risk to SEB’s results of operations and financial condition. Adverse conditions in the general economy and financial markets affect SEB in a number of ways, including, among others, a decrease in the demand for certain loans and other products and services offered by SEB, increased cost of funding, a decrease in net interest income, net interest margin and net fee and commission income, a deterioration in credit quality, an increase in loan provisioning levels, a decrease in prices of real property and financial assets held as collateral for loans, volatile fair values for many of SEB’s financial instruments and higher goodwill impairment charges, all of which have in the past resulted in lower profitability and may have the same effect in future periods.

With a significant part of its operating profit arising from its Large Corporates & Financial Institutions division, SEB’s results of operations are particularly exposed to the risk of weak economic and financial activity, volatility in interest rates and currency markets and a downturn in the financial markets in general. In 2023, macroeconomic conditions were impacted by rising interest rates and monetary policy tightening by the central banks aimed at bringing inflation down. In the first quarter of 2023, the banking sector in the United States and globally came under pressure following the bank failures of certain regional banks in the United States and the takeover of Credit Suisse Group AG by UBS Group AG in a government-brokered transaction, which were strongly influenced by macroeconomic conditions, including rising interest rates and monetary policy tightening. While the rising interest rate environment has stabilised, economic growth has slowed and the potential remains for further volatility or recession in the markets in which SEB’s clients operate or globally, thereby exacerbating already negative trends in the near-term economic and financial outlook.

The Russian Federation’s invasion of Ukraine on 24th February, 2022 and the subsequent implementation of extensive sanctions, including those by the US, UK and the EU on Russia and Russia’s counter-measures, exacerbated energy supply shortages, resulting in further increases in energy and non-energy commodity prices as well as global inflationary and interest rate pressures, which caused leading central banks around the world to initiate earlier and more rapid tightening of their monetary policies than previously anticipated. In addition, in October 2023, Hamas carried out attacks in Israel, resulting in a broader conflict between Israel and Hamas that has led to further regional conflicts such as attacks on cargo vessels in the Red Sea, resulting in a significant disruption in global shipping routes, and the heightened risk of a broader conflict in the Middle East. The heightened uncertainty and general declining economic outlook (including regional recessions) is having and is expected to continue to have adverse effects on global markets as well as on SEB and SEB’s customers.

The Russia-Ukraine war and the Israel-Hamas conflict, if escalated further, could result in further substantial geopolitical instability (including as a result of the ongoing tensions between China and Taiwan and between China

and the U.S.), trade restrictions, supply chain disruptions, increases in energy prices and global inflationary pressure, which could in turn have further adverse impacts on the regional and global economic environment.

The Group's operations in Sweden account for a significant part of its operating profit and the other Nordic countries of Denmark, Finland and Norway are also important to the Group's profitability. The Nordic economies were impacted by the global supply shortages, higher commodity prices and inflation following the COVID-19 pandemic, a development which accelerated following Russia's invasion of Ukraine. In response to rising inflation, the Swedish Riksbank raised the policy rate multiple times from 0.00 per cent. to 4.00 per cent. between April 2022 and September 2023. As a result, inflation measured as Consumer Price Index with fixed interest rates ("CPIF") peaked in November 2022 and CPIF excluding energy peaked in February 2023 and in March 2024, inflation measured as CPIF had come down to 2.2 per cent., while CPIF excluding energy was 2.9 per cent. Inflationary pressures and higher interest rates have put severe strains on households and businesses, adversely impacting economic growth. In May 2024, the Swedish Riksbank cut the policy rate by 25 basis points to 3.75 per cent, and in August 2024, the Swedish Riksbank once again cut the policy rate by 25 basis points to 3.50 per cent.

According to Statistics Sweden, the Swedish household sector's total debt in relation to its disposable income has almost doubled over the past 20 years, largely driven by the low interest rate environment and significant increase in housing prices over the same period. As interest rates started to rise in early 2022, Valueguard's housing price index (which is no longer published to the general public since the beginning of 2023) had declined by slightly less than 15 per cent. between the peak of February 2022 and December 2022, bringing prices back to levels seen at the beginning of 2021. Although housing prices were largely stable during 2023 and increased gradually in the first six months of 2024, according to Mäklarstatistik, there can be no assurance that housing prices will not deteriorate further, including as a result of further increases in interest rates, inflation, and unemployment or for other reasons. In addition, the Swedish household sector is sensitive to interest rate changes since mortgage debt is typically of a shorter duration or subject to three-month variable rates. This resulted in the household sector being more rapidly impacted by the interest rate hikes in 2022 and 2023 when compared with markets in which mortgages are of a longer duration. The weaker household disposable income and uncertain outlook for housing prices resulted in weaker consumption and a weaker housing construction demand which impacted economic growth negatively.

The increase in the interest rate level raised concerns around the commercial real estate market in Sweden, which has grown rapidly during the past decade. Volatile market conditions and falling real estate prices have adversely affected some parts of the commercial property sector and could lead to a deterioration in the quality and/or value of SEB's collateral (e.g., an increase in its loan-to-value ratio), which could have a material adverse effect on SEB's results of operations, asset quality and financial condition. See also "*Risk factors related to SEB's operations – SEB is exposed to declining property values on the collateral supporting household mortgages as well as lending to residential and commercial real estate and housing co-operative associations*".

Volatility in oil and gas prices in recent years, driven by, for example, the consequences of the COVID-19 pandemic and the Russian invasion of Ukraine, have had, and are expected to continue to have, an adverse effect on certain industry sectors in Europe. The oil price drop in 2020, particularly impacted the offshore segment of the oil industry and increased provisions for individual counterparties in this segment accounted for a large share of SEB's net expected credit losses in 2020 which have since largely been written off or reversed.

These developments have had and could continue to have a negative impact on asset values, many of which have significantly inflated in recent years, elevated debt levels and economic growth, which could in turn adversely affect SEB's results of operations and financial condition.

Negative economic growth, a delay in the economic recovery, continued increases in inflation, a material increase in unemployment or a further significant decline in real estate prices in Sweden, the other Nordic countries or the other markets in which SEB operates, including as a result of the Russia-Ukraine war, could have a material adverse effect on SEB's results of operations, business, financial condition, liquidity and/or prospects.

The precise nature of all the risks and uncertainties SEB faces as a result of the global economic outlook cannot be accurately predicted and many of these risks are outside SEB's control. The outlook is more uncertain than normal, due to the many difficult to analyse factors such as the Russia-Ukraine war, energy price developments and the trade-offs by central banks between fighting inflation and supporting economic activity. No assurance can be given as to future economic conditions in any of SEB's markets. If economic conditions deteriorate in any of SEB's main markets, or if there is an economic crisis or significant market volatility, including as a result of, the

Russia-Ukraine war, commodity price volatility, inflationary pressures, volatility in the global banking sector, changes to U.S. foreign and trade policy or global trade wars, SEB's results of operations, business, financial condition, liquidity and/or prospects could be negatively affected.

Changes, particularly rapid changes, in interest rates have affected and will continue to affect SEB's business and results of operations.

SEB generally relies on deposits for a significant portion of its funding, which are less costly for SEB due to the relatively low rates paid, in particular for current accounts. SEB's overall net interest margin, which is the difference between the yield on its interest-bearing assets and the cost of its interest-bearing liabilities as a percentage of interest-bearing assets, varies according to prevailing interest rates and is a significant factor in determining SEB's profitability.

Interest rates are highly sensitive to many factors beyond SEB's control, including fiscal and monetary policies of governments and central banks in the jurisdictions in which SEB operates, which may be unpredictable in nature.

Rising inflation led to an abrupt shift in monetary policy in Sweden and other jurisdictions in 2022. Starting in April 2022, the Swedish Riksbank raised the policy rate multiple times, most recently in September 2023, to 4.00 per cent. from 0.00 per cent. that was in effect from January 2020 to early May 2022. In May 2024, the Swedish Riksbank cut the policy rate by 25 basis points to 3.75 per cent, and in August 2024, the Swedish Riksbank once again cut the policy rate by 25 basis points to 3.50 per cent. Other central banks, such as in the Eurozone, have also cut rates. The increases in interest rates occurred after a long period of low interest rates, and the change has impacted and is still impacting global economies in a variety of ways. These and other actions taken by the Swedish Riksbank, including additional and aggressive increases to the target range for the policy rate, balance sheet management, and any exit or perceived exit from quantitative easing, and similar actions taken by other central banks, are difficult to predict. These actions affect interest rates, the value of financial instruments, increase the likelihood of a more volatile SEK exchange rate and impact SEB's borrowers. Further increases to prevailing interest rates could influence not only the interest SEB receives on loans and investments and the amount of interest it pays on deposits and its borrowings, but such changes could also affect (i) its ability to originate loans and obtain deposits; (ii) the fair value of its financial assets and liabilities; and (iii) the average duration of its loan portfolio and other interest-earning assets.

Higher interest rates generally have a positive effect on SEB's net interest margin (e.g., higher net interest income from lending). For example, SEB's net interest income increased by 42 per cent. in the year ended 31st December, 2023, compared to the year ended 31st December, 2022, whereas it increased by 1 per cent. in the six months ended June 30, 2024, compared to the six months ended June 30, 2023. However, such elevated levels of net interest income or net interest margin may not be sustainable in future periods, including as a result of interest rate cuts by central banks (including the Swedish Riksbank, the Federal Reserve and the ECB) which have already taken place and are widely projected to continue to take place in the remainder of 2024 and 2025. In addition, higher interest rates could lead to higher level of customer defaults and could have an adverse impact on consumer spending and therefore overall economic growth, asset values and/or asset quality, which could have an adverse effect on SEB. In addition, after a long period of extraordinarily accommodative monetary policy, there is a material risk of the ability of corporates and individuals to adjust to a more normal monetary policy environment. SEB could also be adversely affected by any significant interest rate differential with one or more of its major markets (such as the Eurozone), which could result in a depreciation of SEK. See "Risk Factors - *Risk Factors related to the Markets and Economies in which SEB operates - SEB is exposed to foreign exchange risk, and a devaluation or depreciation of any of the currencies in which it operates could have a material adverse effect on its assets, including its loan portfolio, and its results of operations*" below.

In the decade leading up to 2022, central banks reduced interest rates to record low levels in the major markets in which SEB operates, including the negative interest rates of the Eurozone between June 2014 and July 2022 and in Sweden between 2015 and 2019. Interest rates tend to get compressed in a low or negative interest rate environment, such as that which prevailed before 2022, resulting in decreases in the amount of net interest income generated by SEB and its net interest margin. The negative policy rate between 2015 and 2019 in Sweden adversely affected SEB's deposit margin, yields on excess liquidity placed at the Swedish Riksbank, bond portfolios (i.e. liquidity and trading bond portfolios as well as those maintained for client facilitation) and fees on its money market funds, as these funds' volumes are reduced as a result of low or zero effective yields and are not placed in other types of funds with SEB.

If zero or negative interest rates return in Sweden, the challenges associated with SEB's ability to pass the consequences of such interest rates on to retail customers and the challenges associated with passing, to the full extent, the consequences of such interest rates on to its large corporate customers would likely be exacerbated, which could adversely affect SEB's net interest income.

SEB's earnings are exposed to interest rate risk, including basis risk arising from the repricing characteristics of SEB's assets and liabilities. In an environment of increasing interest rates, borrowers with variable rate obligations may exhibit deterioration in their ability to pay if higher interest rates are not supported by sufficient increases in income levels. Increasing interest rates and credit spreads may also have an adverse impact on SEB's holdings of fixed-income and equity securities and credit valuation adjustments to its derivatives positions. See Risk Factors - "*Risk Related to SEB's Operations - SEB is exposed to changes in the fair value of its holdings of financial instruments and a decline in net trading income*". While SEB has implemented certain risk management methods to mitigate the interest rate risks to which it is exposed, it is difficult to predict with accuracy changes in economic or financial market conditions and changes in central banks' goals and monetary policies, and to anticipate the effects that such changes could have on SEB's business, financial condition, results of operations, liquidity and/or prospects.

SEB is exposed to foreign exchange risk, and a devaluation or depreciation of any of the currencies in which it operates could have a material adverse effect on its assets, including its loan portfolio, and its results of operations.

A substantial portion of loans made by SEB is denominated in currencies other than SEK. A devaluation or depreciation of any such currencies other than SEK in which SEB operates or in which it has loan exposure may require a substantial translation effect.

Any significant devaluation or depreciation in any currencies in which SEB operates could cause adverse foreign exchange effects on SEB's income statement and equity. SEB's results of operations and financial condition, expressed in SEK, would also be adversely affected by the relative weakness of the currency of any other country in which it operates, including in particular the euro and, to a lesser extent, the U.S. dollar and the Danish and Norwegian krone, compared to the SEK.

Conversely, a depreciation of the SEK against other currencies in which loans are made to customers could result in an increase in SEB's loan portfolio, resulting in growth in REA and a negative impact on capital ratios. For example, in the six months ended June 30, 2024, SEK depreciated by 2 per cent. against the euro and depreciated by 4 per cent. against the U.S. dollar, which resulted in an increase in REA of SEK 13 billion compared to December 31, 2023. In the year ended by December 31, 2023, the SEK remained largely unchanged against the euro and appreciated by 4 per cent. against the U.S. dollar, which resulted in a decrease in REA of SEK 4 billion compared to 31st December, 2022. The SEK depreciated by 4 per cent. against the euro and 12 per cent. against the U.S. dollar in the year ended 31st December, 2022, which resulted in an increase in REA of SEK 38 billion compared to 31st December, 2021.

SEB operates in competitive markets, which could have an adverse effect on its financial condition and results of operations.

SEB is subject to significant competition in the markets in which it operates. Competition has increased and may increase in the future in some or all of SEB's markets as a result of legislative, regulatory, technological or other factors. Increased competition could cause SEB to lose business or compel it to price products and services on less advantageous terms, or otherwise have an adverse effect on its business, financial condition, results of operations and prospects. Competition in the banking and financial services industry is impacted by consolidation, at both national and international levels, digitalisation, new technologies and regulation, and this trend may impact SEB in the principal markets in which it operates. Competition from new market entrants, including alternative providers of financial services in the so-called fin-tech space, is changing the competitive landscape rapidly and significantly, including by challenging historical banking business models, products, delivery channels and customer expectations. It is difficult to predict with certainty how such technological changes may shape the competitive landscape. Although SEB believes its businesses are well suited to compete effectively in such an environment, it may experience stronger competition for corporate, institutional and retail clients and increased pressure on profit margins as well as other pricing pressures on its products and services, particularly as competitors seek to build their market share, which may harm SEB's ability to maintain or increase profitability and adversely affect SEB's business, financial condition, results of operations, liquidity, markets and prospects.

Catastrophic events, terrorist acts, acts of war or hostilities, pandemic diseases, geopolitical, climate-related or other unpredictable events could have a negative impact on SEB's business and results of operations.

Catastrophic events, terrorist acts, acts of war or hostilities (including the war between Russia and Ukraine, and the consequent rise in tensions between Russia on the one hand and the U.S., UK, EU and certain other countries on the other and the Israel-Hamas conflict and the potential escalation of the conflict), pandemic diseases (including the outbreak of the COVID-19 virus), geopolitical, climate-related or other unpredictable events and responses to those acts or events may create economic and political uncertainties, which could have a negative impact on Swedish, European and international economic conditions generally and, more specifically, could interrupt SEB's business and adversely impact SEB in a number of ways, including as a result of (i) declines in net interest income and non-interest income due to reduced activity or volatility and declining prices in financial, real estate and/or commodities markets, (ii) higher credit losses and increases in the allowances for expected credit losses as a result of SEB's customers' failure to meet existing payment or other obligations to SEB, especially if unemployment continues to rise and/or SEB's clients and customers draw on their lines of credit or seek additional loans or payment holidays to help finance their personal or business needs, (iii) a reduction in demand for SEB's products and services, including loans, deposits and asset management services, (iv) a failure to meet the minimum regulatory capital and liquidity ratios and other supervisory requirements, (v) possible downgrades to SEB's credit ratings; and (vi) disruptions to significant portions of SEB's operations. Such events or acts and losses resulting therefrom are difficult to predict and may relate to property, financial assets, trading positions or key employees as well as a material adverse impact on borrowers' credit quality. Furthermore, the unwinding of governmental, monetary and regulatory actions taken to support the economy and financial system during such events (e.g., those introduced during the COVID-19 pandemic) may have unintended and unpredictable effects, including financial distress of borrowers who had benefitted from such support. If SEB's business continuity plans do not address such events, cannot be implemented under the circumstances or are not effective, such losses may increase. Unforeseen events can also lead to increased operating costs, such as higher insurance premiums and the need for redundant back-up systems, as well as increased risk management and compliance costs. For example, the rapidly changing sanctions environment arising from the U.S., UK and EU response to the ongoing war between Russian and Ukraine have required a more intense focus on compliance, and compliance with rapidly evolving sanctions may be challenging for banks' systems. Insurance coverage for certain risks may also be unavailable and thus increase SEB's risk. SEB's inability to effectively manage these risks could have a material adverse effect on its business, results of operations and financial condition.

Acts of war or hostilities may also require SEB to reassess its geographic scope of operations. Under the current conditions arising from the war between Russia and Ukraine, SEB believes that it is not viable for it to maintain operations in Russia and is in the process of winding down its operations in Russia. During 2022, the Russian Federation limited transactions between subsidiaries in Russia and parent companies in so called unfriendly countries and restricted funds that may be transferred abroad. In the fourth quarter of 2022, SEB recognised an impairment charge of SEK 1.4 billion of the Group's assets of SEK 7 billion related to Russia.

Risk Factors related to SEB's operations

SEB has significant credit risk exposure and is exposed to the risk of a deterioration of its credit portfolio which could lead to increased credit provisioning.

SEB is exposed to the risk that its borrowers may not repay their loans according to their contractual terms and that the collateral securing the payment of these loans may be insufficient. An adverse economic environment or industry or counterparty-specific dynamics affecting SEB's borrowers, such as regulatory changes or rapid market evolution, as is currently the case with high levels of inflation and interest rates, declining asset values and declining or negative GDP growth, could result in a deterioration of SEB's credit portfolio. The specific challenges arising from deterioration of the global and regional economic environments as a result of the COVID-19 pandemic, geopolitical developments (including the Israel-Hamas and the Russia-Ukraine wars) and/or continued high energy prices, inflation and high interest rates may result in a material adverse impact on SEB's credit risk exposure. SEB's credit portfolios will remain strongly linked to the macroeconomic environments in which SEB operates, with high interest rates, inflationary pressures, real estate and housing price deterioration and household over-indebtedness among the factors that may impact secured and unsecured credit exposures.

Any significant increase in the size of SEB's allowances for loan losses in the future could have a material adverse effect on its financial position and results of operations. SEB's allowances for loan losses are based on, among other things, its analysis of current and historical delinquency rates and loan management, its customers' likely repayment capacity and the valuation of the underlying assets, as well as numerous other management assumptions, including macroeconomic assumptions. Valuation of underlying assets may be adversely affected by

rising inflation rates. These internal analyses and assumptions may give rise to inaccurate predictions of credit performance and SEB may experience unexpected reductions in profitability or increased losses as a result. SEB's performance may also be affected by future recovery rates on assets and the historical assumptions underlying asset recovery rates, which may no longer be accurate.

SEB is exposed to declining property values on the collateral supporting household mortgages as well as lending to residential and commercial real estate and housing co-operative associations.

SEB's total credit portfolio as of 30th June, 2024 was SEK 3,088 billion, of which household mortgage exposure amounted to 22 per cent., or SEK 686 billion (of which SEK 591 billion, or 19 per cent. of the total credit portfolio, was household mortgage exposure in Sweden), and real estate management exposure amounted to 12 per cent., or SEK 361 billion (of which SEK 217 billion, or 7 per cent. of the total credit portfolio, was commercial real estate exposure, and SEK 144 billion, or 5 per cent. of the total credit portfolio, was residential real estate exposure, mainly in Sweden) and SEK 63 billion, or 2 per cent. of the total credit portfolio, was exposure to housing co-operative associations.

SEB applies a cash-flow based credit policy that focuses on the repayment capacity of the customer when extending credit. This policy also applies to all lending backed by residential or commercial real estate. The rising interest rate environment in 2022 and 2023 has resulted in a decline in property values and raised concerns around the commercial and residential real estate sectors in Sweden in particular, which have grown rapidly during the past decade, and to what extent high inflation and a sustained high level of interest rates may have a negative impact on their repayment capacity and/or financing costs and therefore SEB's credit exposure and asset quality remain uncertain. A further economic downturn in the Nordic and Baltic regions as a result of interest rate and inflation developments, or for other reasons, could adversely affect SEB's commercial and residential property lending portfolio and household mortgage portfolio and generate increases in impairment losses, which could materially affect SEB's financial condition and results of operations.

In addition, and particularly given the relatively significant increase in Swedish housing prices since the 1990s and the rapid growth in household debt in Sweden, the effects of any significant decline in property values on the wider economy may also contribute to higher default rates and impairment losses on non-property commercial and consumer loans. Moreover, declining residential property values in Sweden may also have a material adverse effect on SEB's ability to issue covered bonds, its most important source of wholesale funding, and therefore on its financial condition, liquidity and prospects.

SEB requires significant funding to service its indebtedness and relies on the credit and capital markets to meet a significant part of its funding needs.

As of 30th June, 2024, the amount of outstanding long-term senior unsecured and mortgage covered bond funding scheduled to mature within one year and Tier 2 and Additional Tier 1 issuances, which in accordance with their terms and conditions may be called in the next twelve months, and require refinancing was SEK 117 billion. An additional SEK 123 billion and SEK 159 billion were scheduled to mature or may be called on their respective call dates within two and three years, respectively.

Future disruptions, uncertainty or volatility in the capital and credit markets, which were particularly volatile during certain periods in 2022 and in 2023, driven by geopolitical events, central banks' rapid tightening of monetary policy and volatility in the global banking sector, could limit SEB's ability to refinance maturing liabilities with long-term funding and increase SEB's cost of funds (whether in the capital markets or via customer deposits). The availability to SEB of any additional financing it may need will depend on a variety of factors, such as market conditions, the availability of credit generally and to borrowers in the financial services industry specifically, the volume of trading activities, SEB's financial condition, its credit ratings and credit capacity, as well as the possibility that customers or lenders could develop a negative perception of SEB's financial prospects. In particular, SEB's access to funds may be impaired if regulatory authorities impose additional regulatory capital requirements or rating agencies downgrade SEB's credit ratings.

In addition, like many banks, SEB relies on customer deposits to meet a substantial portion of its funding requirements. Such deposits are subject to fluctuation due to certain factors outside SEB's control, such as any possible loss of confidence and competitive pressures, which could result in a significant outflow of deposits within a short period of time. Any material decrease in SEB's deposits could have a negative impact on SEB's liquidity.

SEB is subject to the risk that liquidity may not always be readily available.

Liquidity risk is the risk that a bank will be unable to meet its obligations, including funding commitments, as they fall due. This risk is inherent in banking operations and can be heightened by a number of enterprise-specific factors, including over-reliance on a particular source of funding (including, for example, short-term and overnight funding), changes in credit ratings or market-wide phenomena such as market dislocation and major disasters. Rapid increases in interest rates, abrupt changes in monetary or fiscal policy and the actions and commercial soundness of other financial institutions have the potential to impact market liquidity.

SEB's liquidity management focuses on maintaining a diverse and appropriate funding strategy for its operations, controlling the diversity of its funding, monitoring and managing the maturity dates of its debts and carefully monitoring its undrawn commitments and contingent liabilities toward customers. However, SEB's internal sources of liquidity may prove to be insufficient and, in such case, SEB may not be able to successfully obtain additional financing on favourable terms or at all, which could have a material adverse effect on SEB's liquidity and prospects. Additionally, any liquidity constraints that arise in the funding market, or even a perception among market participants that a financial institution is experiencing greater liquidity risk can cause significant damage to the institution's funding sources. SEB's funding base comprises deposits and borrowing from the public (excluding repos), deposits from central banks, deposits from credit institutions (excluding repos), debt securities, including covered bonds, and subordinated debt.

Adverse developments affecting the banking industry globally, including the failures of Silicon Valley Bank and Signature Bank in the United States and the forced sale in Switzerland of Credit Suisse Group AG and the related write-down of its Additional Tier 1 instruments in the first quarter of 2023, resulted in significant volatility in the financial markets. There can be no assurance that the banking industry will not be subject to further strain, particularly given that inflation rates remain high, economic activity remains somewhat muted and major global central banks are continuing their tightening policies. These types of volatile conditions in the global financial markets could have a material adverse effect on SEB, including on SEB's ability to access capital and liquidity on financial terms acceptable to SEB, if at all. If SEB's funding sources become volatile or are unavailable, including as a result of disruption in the capital markets, SEB's access to liquidity and cost of funding could be adversely affected as SEB would be required to utilise other, more expensive, sources to meet its funding needs, such as collateralised borrowing or asset sales. Any such developments could have a material adverse effect on SEB's interest margins and liquidity. In addition, if SEB fails to anticipate or provide for unforeseen decreases or changes in funding sources, it could have a material adverse effect on SEB's business, results of operations, financial condition or prospects.

SEB's borrowing costs and its access to the debt capital markets depend significantly on its credit ratings.

SEB's credit ratings are important to its business. SEB's issuer ratings as of the date of this Prospectus are Aa3, A+ and AA- by Moody's, S&P and Fitch, respectively.

SEB's credit ratings are subject to change and could be downgraded as a result of many factors, including the failure of SEB to successfully implement its strategies as well as factors outside of SEB's control such as changes in the macroeconomic environment. Declines in those aspects of SEB's business identified by the rating agencies as significant or otherwise could adversely affect the rating agencies' perception of SEB's credit and cause them to take negative ratings actions. Any downgrade in SEB's credit ratings or the threat of a potential downgrade could:

- adversely affect its liquidity and competitive position;
- undermine confidence in SEB;
- increase its borrowing costs;
- limit its access to the capital markets; and/or
- limit the range of counterparties willing to enter into transactions with SEB, as many institutions require their counterparties to satisfy minimum ratings requirements.

A downgrade of SEB's credit ratings could also lead to a loss of customers and counterparties which could have a material adverse effect on its business, results of operations and financial condition or on the market price of the Notes.

SEB could be negatively affected by the soundness or the perceived soundness of other financial institutions and counterparties.

Given the high level of interdependence between financial institutions, SEB is and will continue to be subject to the risk of deterioration of the commercial and financial soundness, or perceived soundness, of other financial services institutions. This is particularly relevant to SEB's franchise as an important and large counterparty in equity, fixed-income and foreign exchange markets, including related derivatives, which exposes it to concentration risk. Within the financial services industry, the default of any one institution could lead to defaults by other institutions. Concerns about, or a default by, one institution could lead to significant liquidity problems, losses or defaults by other institutions because the commercial and financial soundness of many financial institutions may be closely related as a result of their credit, trading, clearing or other relationships. Even the perceived lack of creditworthiness of, or questions about, one or more financial services institutions may lead to market-wide liquidity problems and losses or defaults by SEB or by other institutions. This risk is sometimes referred to as "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges with whom SEB interacts on a daily basis. For example, in the first quarter of 2023, the banking sector in the United States and globally came under pressure following the bank failures of certain regional banks in the United States and the takeover of Credit Suisse Group AG by UBS Group AG in a government-brokered transaction. Any further volatility in the global financial markets or changes in investor and customer confidence in the banking sector may adversely affect SEB's ability to access capital and liquidity on financial terms acceptable to it and the willingness of certain counterparties and customers to do business with SEB.

In addition, SEB is subject to the risk that its rights against third parties may not be enforceable in all circumstances. The deterioration or perceived deterioration in the credit quality of third parties whose securities or obligations SEB holds could result in losses and/or adversely affect its ability to rehypothecate or otherwise use those securities or obligations for liquidity purposes. A significant downgrade in the credit ratings of SEB's counterparties could also have a negative impact on SEB's income and risk weighting, leading to increased capital requirements. While in many cases SEB is permitted to require additional collateral from counterparties that experience financial difficulty, disputes may arise as to the amount of collateral SEB is entitled to receive and the value of pledged assets. SEB's credit risk may also be exacerbated when the collateral it holds cannot be realised or is liquidated at prices not sufficient to recover the full amount of the loan or derivative exposure that is due to SEB, which is most likely to occur during periods of illiquidity and depressed asset valuations. The termination of contracts and the foreclosure on collateral may subject SEB to claims for the improper exercise of its rights. Bankruptcies, downgrades and disputes with counterparties as to the valuation of collateral tend to increase in times of market stress and illiquidity.

Any of these developments or losses could materially and adversely affect SEB's business, financial condition, results of operations, liquidity and/or prospects.

SEB is exposed to changes in the fair value of its holdings of financial instruments and a decline in net trading income.

SEB's holdings of fair value financial instruments amounted to SEK 1,291 billion as of 30th June, 2024. Market fluctuations and volatility may adversely affect the fair value of these instruments. For investment, treasury and client trading purposes, SEB maintains portfolios of fixed-income securities, which mainly include government bonds, covered bonds, bonds issued by financial institutions and asset-backed securities. Net of short positions, the total amount of fixed-income securities amounted to SEK 307 billion as of 30th June, 2024 compared to SEK 252 billion and SEK 228 billion as of 31st December, 2023 and 2022, respectively. The principal risk for SEB's fixed-income securities is credit spread risk, meaning that SEB could experience losses in the event of sudden and material deteriorations in the credit quality of securities held within its fixed-income securities portfolios. Approximately 14 per cent. of SEB's fixed-income securities had floating rate coupons as of 30th June, 2024. Although SEB hedges the part of its fixed-income securities portfolios that has fixed coupons against changes in interest rates, there can be no assurance that such hedges will fully mitigate the negative effect of adverse movements in interest rates, and, to that extent, SEB's fixed-income securities portfolios are also exposed to interest rate risk.

In addition, nearly all of SEB's fixed-income portfolios are marked to market on a daily basis. Valuations in future periods, reflecting then-prevailing market conditions, may result in negative changes in the fair values of SEB's exposure. These changes are likely to be higher in periods of high and rising inflation and interest rate volatility. In addition, the value ultimately realised by SEB may be lower than the current or estimated fair value. Any of

these factors could require SEB to recognise valuation losses or realise impairment charges, which may adversely affect its business, financial condition, results of operations, liquidity and prospects.

Effective management of SEB's capital is critical to its ability to operate and grow its business.

Effective management of SEB's capital is critical to its ability to operate and grow its business and to pursue its strategy. SEB is required by regulators in Sweden and in other jurisdictions in which it undertakes regulated activities to maintain adequate capital. SEB seeks to mitigate the risk of not meeting capital adequacy requirements by careful management of its balance sheet and capital, through capital raising activities and disciplined capital allocation. However, any change that limits SEB's ability to effectively manage its balance sheet and capital resources (including, for example, reductions in profit and retained earnings as a result of credit losses, write-downs or otherwise, increases in REA (which are typically pro-cyclical, resulting in risk weighting increasing in economic downturns), delays in the disposal of certain assets, the inability to syndicate loans as a result of market conditions or otherwise or the effects of new regulatory requirements) could have a material adverse impact on its business, financial condition, results of operations, liquidity and/or prospects.

SEB is exposed to insurance risk through its life insurance business.

SEB offers investment contract products such as unit-linked products and portfolio bonds without a guaranteed investment return or other significant risk elements for SEB. SEB also offers insurance contract products such as traditional insurance with guarantee and sickness/health insurance. Income from investment contract products is determined by reference to the value of assets under management ("AuM") for the benefit of policyholders. The principal effect of declining market values on the unit-linked and portfolio bond business is a reduction in income, as a significant portion of the fee income from this business is related to the value of AuM. SEB's traditional life insurance business is also subject to the risk of falling long-term interest rates, as its traditional insurance contracts guarantee specified benefits to the policyholder at maturity. Since the divestment of its Danish life insurance subsidiaries, SEB Pensionsforsikring A/S and SEB Administration A/S (together, "SEB Pension") in June 2018, SEB's traditional life insurance business is mainly written in Sweden. In the traditional life insurance business, despite mitigating risk buffers that are a feature of the product, SEB bears the ultimate risk if investment returns over time are not sufficient to service the guarantees given to policyholders and, if investment returns remain depressed for extended periods, additional reserves may need to be established. SEB has, from time to time, made provisions to cover capital shortfalls in the traditional portfolios of SEB Pension och Försäkring AB. Although these provisions are generally recovered in subsequent years as investment returns improve, there can be no assurance that they will be so recovered and that further provisions will not be required in the future.

In addition, SEB's life insurance business inherently faces the risk of volatility in the amount and timing of claims caused by unexpected changes in mortality, longevity, morbidity and expenses. Mortality risk is the risk of deviations in timing and amounts of cash flows (premiums and benefits) due to the incidence or non-incidence of death. Longevity risk is the risk of such deviations due to increasing life expectancy trends among policyholders and pensioners, resulting in pay-out ratios higher than those the insurance company originally accounted for. Morbidity risk is the risk of deviations in timing and amount of cash flows (such as claims) due to the incidence or non-incidence of disability and sickness. Expense risk is the risk that changes of the expenses incurred in servicing insurance or reinsurance contracts affect the value of insurance liabilities. Material changes in relation to any of these insurance risks or the inability of SEB to successfully manage these risks could adversely affect SEB's business, financial condition, results of operations, liquidity and/or prospects, and could result in reputational damage.

SEB may be required to make provisions for its pension schemes, or further contributions to its pension foundations, if the value of pension fund assets is not sufficient to cover potential obligations.

SEB maintains a limited number of defined benefit pension schemes for past and current employees. The pension obligations under these schemes are partly secured by foundations established for that purpose. The foundations' assets comprise investment portfolios that are held to meet SEB's projected liabilities to the scheme members. Risk arises from the schemes because the value of these asset portfolios and returns from them may be less than expected and because there may be greater than expected increases in the estimated value of the schemes' liabilities. In these circumstances, SEB could be obliged, or may choose, to make provisions for its pension schemes or additional contributions to the foundations. SEB may, in the future, be required or elect to make provisions for its pension schemes or further contributions to the pension foundations, which could be significant and have a material adverse effect on SEB's equity position.

SEB's business may be adversely affected by fraud, and other criminal activities, as well as regulatory and technological changes.

SEB's business, including SEB's card business, continues to be exposed to fraud and other criminal activities (such as identity theft, phishing, social engineering and other cybercrimes) targeted at SEB, its customers and its employees. In recent years, fraud and criminal activity risk has increased due to a number of developments in how digital systems are used, not only in the banking sector but also by society in general. Threats have increased in frequency and magnitude, and are expected to continue to increase, as criminals and other bad actors become more organised and employ more sophisticated techniques. At the same time companies increasingly make information systems and data available through the internet, mobile devices or other network connections to customers, thereby expanding the attack channels that bad actors may potentially exploit. Such fraudulent activities have been growing in numbers and sophistication in recent years, thereby increasing the risk of operational disruptions, reduction of earnings and credit losses. Although SEB has instituted various measures, including Strong Customer Authentication, as required by the Payment Services Directive 2 (“**PSD2**”), and other monitoring procedures to protect against incidents of fraud and other criminal activities, there can be no assurance that fraudulent incidents will not increase in the future from their current low levels. Further, high delinquency rates in payments by customers and high credit loss rates driven by such fraudulent activities may result in increases in credit loss provisions and write-offs as well as increases in monitoring costs, which could have a negative effect on SEB's financial performance. See also “*Weaknesses or failures in SEB's internal processes and procedures and other operational or reputational risks could have a negative impact on its financial condition, results of operations, liquidity and/or prospects, and could result in reputational damage*” below.

SEB's business is also subject to evolving regulatory regimes, including interchange fees regulations, payment services regulations (including PSD1 and PSD2), anti-money laundering and know-your-customer regulations (including Anti-Money Laundering Directive 4 (“**AML 4**”) and Anti-Money Laundering Directive 5 (“**AML 5**”)), ICT risk management regulations (including the Digital Operational Resilience Act) (“**DORA**”) and consumer credit protection regulations. These regulations are evolving at an accelerating pace, and are likely to result in further regulatory requirements, which may lead to higher compliance costs, pressure on fees and reduced earnings as well as changed business models and revenue streams.

Furthermore, rapid technological development, in combination with increased competition (including new entrants), may increase business risks for SEB's business (such as its payment business) and may lead to increased costs and investments. If SEB does not keep pace with technological developments, this may adversely affect the competitiveness of SEB's card business and may increase risks of fraudulent incidents. See also “*The information technology and other systems on which SEB depends for its day-to-day operations may fail for a variety of reasons that may be outside its control. SEB is also subject to the risk of infrastructure disruption, cyberattacks or other effects on such systems*” below.

As a financial institution, SEB is exposed to risks related to money laundering, terrorist financing activities and sanctions violations, and compliance with anti-money laundering and anti-terrorism financing rules involves significant cost and effort.

In general, the risk that banks will be subjected to, or used for, money laundering has increased worldwide. The risk of money laundering occurring is higher in emerging markets (including the Baltics, as well as Russia and Ukraine where SEB has small operations) due to, among other factors, high turnover of employees, the difficulty in consistently implementing related policies and technology systems, and the general business conditions in these countries compared to Sweden or other more developed markets where SEB operates. Compliance with sanctions and anti-terrorism laws is inherently complex. The rapid development of U.S., UK and EU sanctions imposed in response to the military conflict between Ukraine and the Russian Federation and countervailing measures implemented by the Russian Federation has increased this complexity, which in turn increases the risks of non-compliance with such laws. Any such non-compliance may have an adverse impact on SEB's reputation, business or results of operations.

A number of money laundering cases were brought to light in 2018 in the Baltic region, where SEB has operations. Following the money laundering cases, SEB undertook a review of its customer flows in the Baltics. On 26th November, 2019, SEB published historical non-resident flows in Estonia for the years 2005 to 2018, of which EUR 25.8 billion (Euro equivalent amount) related to low-transparency non-resident Estonian customer flow. SEB is involved in processing transactions with a very large number of counterpart banks, including in the Baltic region, and relies in part on its counterpart banks having effective anti-money laundering policies and procedures. Over the past years, regulators have been particularly focused on anti-money laundering procedures and regulations,

which continue to evolve. SEB has received requests from authorities in jurisdictions where it operates, including US authorities, to provide information concerning measures against money laundering, which SEB is responding to in dialogue with these authorities. These current and any future supervisory activities and requests from authorities could lead to criticism or sanctions, which could be material. Anti-money laundering policies and procedures may not always be effective to prevent instances of money laundering or terrorism financing.

In June 2019, the SFSA initiated a review of the management and control of money laundering risks in the Baltic countries in cooperation with the local supervisory authorities. The financial supervisory authorities in each of the Baltic countries simultaneously conducted reviews to assess each of SEB's Baltic subsidiaries' compliance with local regulations. In December 2019, the SFSA announced that it had initiated a sanction evaluation process regarding SEB's governance and control measures against money laundering in its Baltic subsidiaries. On 25th June, 2020 the SFSA announced the outcome of its review which found that SEB failed to sufficiently identify the risk of money laundering in its Baltic operations and had deficiencies in its governance and control of its Baltic subsidiaries' anti-money laundering measures. The reviews undertaken by the financial supervisory authorities in each of the Baltic countries were also concluded by this date. The SFSA and the Estonian supervisory authority, among other things, imposed fines on SEB of SEK 1 billion and on the Estonian subsidiary of SEB ("**SEB Estonia**") of EUR 1 million, respectively.

As part of its regular supervisory activities, a review of the implementation of AML 4 in the Latvian subsidiary of SEB ("**SEB Latvia**"), initiated in 2017, was concluded by the Latvian financial supervisory authority in December 2019, resulting in an administrative fee of EUR 672,684 for SEB Latvia. In addition, SEB Latvia detected and reported a single case in relation to the European sanctions list where it had not entered correct information regarding a customer's direct owner that was added to the European sanctions list after it had onboarded the customer. In relation to the case, SEB Latvia paid an administrative fee of EUR 1,121,140 agreed with the Latvian financial supervisory authority in line with its procedures for regulatory reviews.

On 27th November, 2019 the Sveriges Television programme *Uppdrag granskning* aired an episode in which it alleged that SEB was used by persons engaged in money laundering violations. SEB has responded to these allegations, noting that of the list of 194 corporate customer names received from *Uppdrag granskning*, approximately 95 per cent. of the customer relations are terminated and were, in all material respects, covered by the Issuer's own assessment. There can be no assurance that historically AML regulatory requirements or the banking system's or entities' ability have been sufficient to prevent or handle risks of money laundering. While SEB's ability to prevent, detect and report suspected financial crime has increased over time, there can be no assurance that SEB has not been used nor that SEB will not be used by persons or entities engaging in money laundering violations. In addition, allegations of past violations, including as a result of back-testing or re-analysing data, may result in adverse reputational and regulatory consequences for SEB, and may lead to fines or remedial consequences for SEB, which could be material.

Supervisory authorities regularly conduct reviews of SEB's regulatory compliance, including in the area of anti-money laundering. The timing of completion of any such reviews is uncertain, and is subject to the authorities' timetables and processes. Such reviews may lead to observations, remarks or other regulatory actions by the relevant authorities.

In addition, SEB is required to comply with a number of international sanctions regimes, including those of the EU, the United Nations, the United States and a number of other countries. A wide range of countries, organisations and individuals may be subject to sanctions under these regimes. While the Group takes steps to screen transactions against sanctions lists, these procedures may not have been and may not always be effective or may require significant cost and effort, and the complexity of banking operations and evolving nature of sanctions (including extending the reach to a greater number of individuals or activities) may increase this risk.

As a result, the risk of future incidents and allegations in relation to money laundering and sanctions violations always exists for SEB. Any violation of anti-money laundering rules or sanctions regimes, or even the suggestion of violations, may have severe legal and reputational consequences for SEB, especially in terms of its business relations with institutions based or active in the United States, and may, as a result, materially and adversely affect SEB's business, results of operations and prospects.

SEB's guidelines and policies for risk management may prove inadequate for the risks faced by its businesses currently or as a result of new, emerging risks.

The management of business, regulatory and legal risks requires guidelines and policies for the accurate identification, measurement and control of a large number of transactions and events. Such guidelines and policies may not always be adequate. Some of the measures taken by SEB to manage various risks are to enter into hedging transactions to manage market risks, to issue credit risk limits for each counterparty to which SEB is exposed in its lending business, to have sufficient security for credits provided, and to do customary due diligence to manage legal risks. Some of these and other methods used by SEB to manage, estimate and measure risk, such as value-at-risk (“VaR”) analyses, are based on historic market behaviour. The methods may therefore prove to be inadequate for predicting future risk exposure, which may prove to be significantly greater than what is suggested by historic experience or may not reflect political risks and geopolitical developments. Historical data may also not adequately allow prediction of circumstances arising due to government interventions and stimulus packages, which increase the difficulty of evaluating risks. Other methods for risk management are based on evaluation of information regarding markets, customers or other information that is publicly known or otherwise available to SEB. Such information may not always be correct, updated or correctly evaluated. Furthermore, banking products, markets and distribution channels are evolving rapidly as result of digitalisation and technological advances, and current risk management guidelines and policies may not be adequate to identify, measure and address risks emerging from such developments on a timely basis. In addition, the speed of development and lack of historical precedent in certain of these developments result in challenges to modelling or timely anticipating risks from new technologies in the banking sector.

SEB is subject to environmental, social and governance risks that could adversely affect its reputation, business, financial condition, results of operations and/or prospects.

Regulators, investors and other market participants have been increasingly focusing on environmental, social and governance (“ESG”) risks, in particular climate-related risks. SEB is subject to such risks mainly through its credit portfolio and investments. For example, SEB considers two climate-specific risks in its credit risk management – transition risk and physical risk. Transition risk refers to the financial risk that may arise from the transition to a lower-carbon society. This entails the effects on its customers’ business models from disruptive events such as changes in climate policy, regulation, technology or market sentiment. Depending on the nature, speed and focus of such changes, transition risk may pose varying degrees of risk to companies. In general, sectors that rely on fossil fuels or are energy-intensive are expected to be affected first and most by transition risk. Physical risk arises from increased severity and frequency of climate and extreme weather-related events such as droughts, floods, storms and sea-level rise. Physical risk can also be more gradual, arising from longer-term chronic shifts in climate patterns. The impact can be direct (e.g. through damage to property) or indirect as a result of subsequent events such as the disruption of global supply chains. Amid rapidly changing circumstances around ESG, lack of sufficient focus on ESG considerations could not only impede SEB’s ability to build a sustainable business model, but could also adversely affect its reputation, results of operations and financial condition. Reputational risks also include the risk associated with over-stating SEB’s credentials, or not delivering on commitments made (also known as “greenwashing”).

In recognition of such risks, SEB has implemented or is in the process of implementing a number of actions, including integrating ESG risks into its credit analysis and customer selection processes, enhancing sustainability policies and governance, and introducing various targets to reduce its fossil fuel exposure and to increase sustainable lending and investment activity. However, SEB cannot guarantee that these actions will be effective in mitigating the relevant risks, nor can it make any assurances that its regulators, investors or other market participants will find its efforts to be sufficient. For example, SEB may be required to terminate certain existing customer relationships as a result of potential exposure to ESG risks or may be subject to reputational damage if its measures are deemed to be insufficient. In addition, the increased focus on ESG matters may subject SEB to increased regulatory scrutiny, new disclosure requirements or other additional costs, which could have a material adverse effect on SEB’s business, financial condition, results of operations and/or prospects.

Weaknesses or failures in SEB's internal processes and procedures and other operational or reputational risks could have a negative impact on its financial condition, results of operations, liquidity and/or prospects, and could result in reputational damage.

SEB’s businesses are dependent on their ability to process and report accurately and efficiently a high volume of complex transactions across numerous and diverse products and services, in different currencies and subject to a number of different legal and regulatory regimes. Operational risks are present in SEB’s businesses, through inadequate or defective internal processes (including financial reporting and risk monitoring processes) or from

people-related events (including the risk of fraud and other criminal acts carried out against SEB, misconduct or errors by employees, violations of internal instructions and policies and failure to document transactions properly or obtain proper authorisation) or external events (including natural disasters or the failure of external systems). The increasing presence of new technologies, increased use of data and models, and outsourcing or third party solutions in the banking sector may also increase operational risk.

There can be no assurance that the risk controls, loss mitigation and other internal controls or actions in place within SEB will be effective in controlling each of the operational risks faced by it. Any weakness in these controls or actions could result in a material adverse impact on SEB's business, financial condition, results of operations, liquidity and/or prospects, and could result in reputational damage.

SEB's reputation is one of its most important assets. Negative public opinion may adversely affect SEB's ability to keep and attract customers, depositors and investors, as well as its relationships with regulators and the general public. SEB cannot ensure that it will be successful in avoiding damage to its business from reputational risk, including from negative public opinion from causes such as activities of business partners over which SEB has limited or no control or from unanticipated consequences of using new technologies in the banking sector.

The information technology and other systems on which SEB depends for its day-to-day operations may fail for a variety of reasons that may be outside its control. SEB is also subject to the risk of infrastructure disruption, cyberattacks or other effects on such systems.

SEB's operations are dependent on its ability to process and monitor, on a daily basis, a large number of transactions, many of which are complex, across numerous and diverse markets, and in many currencies. SEB's financial, accounting, data processing or other operating systems and facilities may fail to operate properly or may become disabled due to, for example, a spike in transaction volume, failures of communications networks or incidents with third-party software, which may have an adverse effect on SEB's ability to process transactions or provide services. In addition, other factors which could cause SEB's operating systems to fail or not operate properly include a deterioration in the quality of information technology ("IT") development, support and operations processes and, in particular, high turnover of employees, resulting in an inadequate number of personnel to handle the growth and increasing complexity of operations. Despite SEB's significant expenditures on its IT systems, there can be no assurance that these expenditures will be sufficient or that its IT systems will function as planned. Any disruption in SEB's IT or other systems, whether as a result of internal or third party failure, may have a material adverse effect on its business, financial condition, results of operations and/or prospects.

Despite the contingency plans and facilities SEB has in place, its ability to conduct business may be adversely impacted by a disruption in the infrastructure that supports the businesses and the countries in which it is located. This may include a disruption involving electrical, communications, transportation or other services used by SEB or third parties with which it conducts business, or a catastrophic event involving any location where SEB has a significant operational base.

SEB's operations rely on the secure processing, storage and transmission of confidential and other information in its computer systems and networks. SEB's computer systems, software and networks may be vulnerable to unauthorised access or malicious hacking, computer viruses or other malicious code and other external attacks or internal breaches that could have a security impact. The threat to the security of SEB's information held on customers from cyber-attacks continues to increase. Activists, rogue states and cyber-criminals are among those targeting computer systems. Risks to technology and cyber-security change rapidly and require continued focus and investment. Given the increasing sophistication and scope of potential cyber-attacks, it is possible that future attacks may lead to significant breaches of security. Any such breaches may expose SEB to significant legal as well as reputational harm, which could have a material adverse effect on its business, financial condition, results of operations and prospects.

If one or more of such events occur, any one of them potentially could jeopardise the confidential and other information of SEB, its clients or its counterparties. SEB may be required to spend significant additional resources to modify its protective measures or to investigate and remediate vulnerabilities or other exposures. It may also be subject to litigation and financial losses as well as reputation risks that are either not insured against or not fully covered through any insurance maintained by SEB. The occurrence of any of these events could materially and adversely affect SEB's business, financial condition, results of operations or prospects.

SEB may become subject to various legal proceedings, which could have a material impact on its financial condition, results of operations, liquidity and/or prospects, and could result in reputational damage.

The public prosecutor in Cologne, Germany, is investigating whether former and current employees of DSK Deutsche-Skandinavische Verwaltungen AG (“**DSV**”) (formerly DSK Hyp AG (“**DSK**”)) and SEB, as part of DSV’s securities finance business, have been involved in alleged tax evasion of a material nature. DSV and SEB are cooperating with the prosecutor in the investigation. As far as SEB and DSV are aware, no indictments have been filed against any of the aforementioned employees. However, the ongoing investigation or potential indictments against its employees may lead to negative financial and/or reputational effects for the Group. As of the date of this Prospectus, it is unclear what impact this investigation may have on the re-assessment by the German tax authorities of DSV’s crediting of withholding tax referred to in “*Risk factors related to the regulatory environment—SEB is exposed to the risk of changes in tax legislation and its interpretation and to increases in the rate of corporate and other taxes in the jurisdictions in which it operates*”. It cannot be ruled out that the criminal investigation or potential indictment may delay the re-assessment of the credited withholding tax and lead to negative financial effects for the Group.

In May 2022, the Swedish Pensions Agency made a claim for damages against SEB in its capacity as depositary for the fund company Gustavia Davegårdh Fonder’s investment funds, alleging that SEB has failed in its duties as depositary for the funds in relation to certain transactions carried out in 2012. The claim amounts to approximately SEK 470 million (excluding interest). In September 2023, the Swedish Pensions Agency filed a lawsuit in accordance with the claim. As of the date of this Prospectus, SEB is in the process of disputing this claim and is of the opinion that it has fulfilled its duties as depositary in regards to these transactions and that it has no liability for damages. However, it cannot be ruled out that this claim may have an adverse impact on SEB’s business, financial condition, results of operations or prospects. As of the date of this Prospectus, no provision related to this claim has been recognised in accordance with applicable accounting rules.

In addition, SEB may in the future become subject to various civil, administrative and arbitration proceedings with various parties, including clients, customers, business partners, employees, or regulatory or tax authorities. Any of these may result in SEB being exposed to financial liability and materially affect SEB’s reputation in its markets or its relationships with clients and customers. In addition, the proceedings or settlement in relation to litigation may involve internal and external costs, which may, even in the case of a favourable outcome for SEB of a relevant proceeding, not be fully reimbursable, divert senior management’s time or use other resources that would otherwise be utilised elsewhere in SEB’s business. The legal proceedings may lead to negative media coverage and may adversely affect SEB’s brand and/or public image, even if the proceedings are resolved in SEB’s favour. The occurrence of any of these events could materially and adversely affect SEB’s business, financial condition, results of operations or prospects.

SEB may incur significant costs and increased operating risk in developing and marketing new products and services.

SEB’s success depends, in part, on its ability to adapt products and services to evolving industry standards and customer expectations. There is increasing pressure to provide products and services at lower prices or to use new technologies for the distribution of, or access to, banking products and services. These trends can reduce net interest income and non-interest income from fee-based products and services. In addition, the widespread adoption of new technologies could require SEB to make substantial capital expenditures to modify or adapt existing products and services or develop new products and services. SEB may not be successful in introducing new products and services in response to industry trends or developments in technology, or those new products may not achieve market acceptance or generate the anticipated return to SEB. As a result, SEB could lose business, be forced to price products and services on less advantageous terms to retain or attract clients, or be subject to cost increases.

In order to compete successfully, SEB is dependent on highly skilled individuals; SEB may not be able to retain or recruit key talent.

SEB’s performance is largely dependent on the talents and efforts of highly skilled individuals. SEB’s continued ability to compete effectively in its businesses and to expand into new businesses and geographic areas depends on SEB’s ability to attract new employees and to retain and motivate its existing employees. This ability may be adversely affected by regulations affecting the manner in which SEB is permitted to remunerate its employees. Competition from within the financial services industry, including from other financial institutions, hedge funds, private equity funds and venture capital funds, and, increasingly, from businesses outside the financial services industry, for key employees is intense. This may impact SEB’s ability to take advantage of business opportunities

or potential efficiencies. The occurrence of any of these events could materially and adversely affect SEB's business, financial condition, results of operations or prospects.

SEB's accounting policies and methods are critical to how it reports its financial condition and results of operations. They require management to make estimates about matters that are uncertain.

Accounting policies and methods are fundamental to how SEB records and reports its financial condition and results of operations. Management must exercise judgment in selecting and applying many of these accounting policies and methods so they comply with IFRS.

Management has identified certain accounting policies in the notes to its financial statements as being critical because they require management's judgment to ascertain the valuations of assets, liabilities, commitments and contingencies. See Note 1 to the 2023 Financial Statements. These judgments include, for example, the non-consolidation of Gamla Livförsäkringsaktiebolaget SEB Trygg Liv ("**Gamla Liv**") into the life insurance operations of the Group. As of 1st January, 2018, SEB applies IFRS 9 Financial Instruments for calculating expected loss. When calculating expected credit loss there are a number of key concepts that require a high level of judgment. Estimating expected credit loss is, by its very nature, uncertain and the accuracy of these estimates depends on many factors, including macro-economic forecasts, and involves complex modelling and judgments. The assessment of significant increase in credit risk is a new concept under IFRS 9 and requires significant judgment. SEB uses both models and internal expert credit judgement in order to determine expected credit losses. The degree of judgment that is required to estimate expected credit losses depends on the outcome from calculations, materiality and the availability of detailed information.

Because of the uncertainty surrounding SEB's judgments and the estimates pertaining to these matters, SEB cannot guarantee that it will not be required to make changes in accounting estimates or restate prior period financial statements in the future.

Any impairment of goodwill and other intangible assets would have a negative effect on SEB's financial position and results of operations.

SEB conducts impairment tests on goodwill and other intangible assets at least once a year or whenever there are indications of a possible impairment of any such assets. Any future impairments or derecognitions may also have a material adverse effect on SEB's financial position and results of operations.

Risk Factors related to the Regulatory Environment

SEB is subject to a wide variety of banking, insurance and financial services laws and regulations, which could have an adverse effect on its business.

SEB is subject to a wide variety of banking, insurance and financial services laws and regulations and faces the risk of significant interventions by a number of regulatory and enforcement authorities in each of the jurisdictions in which it operates.

Regulation of financial markets and banking has changed substantially as a result of the global financial crisis in 2008. SEB is facing greater regulation in the jurisdictions in which it operates. Compliance with such regulations has increased SEB's capital requirements, exposed it to additional costs and liabilities, and has affected how SEB conducts its business, including collateral management, and may, in the future, have other adverse impacts on its business, the products and services it offers and the value of its assets. This is particularly the case in the current market environment, which is experiencing increased levels of government and regulatory supervision, intervention and enforcement in the financial sector, which SEB expects to continue for the foreseeable future. Supervisory authorities regularly conduct reviews of SEB's regulatory compliance, including in areas such as financial stability, transaction reporting, anti-money laundering, investor and consumer protection and data privacy. SEB has policies and procedures in place to ensure compliance with applicable rules and regulations. Future changes in regulation, fiscal or other policies are unpredictable and beyond SEB's control and could materially adversely affect SEB's business, financial condition and results of operations. As a result, SEB may become involved in various disputes and legal proceedings in Sweden and other jurisdictions, including litigation and regulatory investigations. These disputes and legal proceedings are subject to many uncertainties and their outcomes are often difficult to predict, particularly in the earlier stages of a case or investigation.

Examples of regulations, which have impacted and are expected to continue to impact SEB, include the increased capital requirements (see "*SEB is and will continue to be subject to increased capital requirements and standards*

due to governmental or regulatory requirements and changes in perceived levels of adequate capitalisation, and may need additional capital in the future, which capital may be difficult and/or costly to obtain” below) and certain other regulatory and technological changes (see “*SEB’s business may be adversely affected by fraud and other criminal activities, as well as regulatory and technological changes”* above).

SEB is and will continue to be subject to increased capital requirements and standards due to governmental or regulatory requirements and changes in perceived levels of adequate capitalisation, and may need additional capital in the future, which capital may be difficult and/or costly to obtain.

Regulation and supervision of the global financial system remains a priority for governments and supranational organisations following on from the financial crisis. At the international level, a number of initiatives have been and are being implemented which increase capital requirements, increase the quantity and quality of capital, and raise liquidity levels in the banking sector.

Governments in some European countries (including Sweden) have increased the minimum capital requirements for banks domiciled in these countries above the increased capital requirements of the Basel III and CRD frameworks.

In December 2017, the Basel Committee released the Basel IV framework with the objective of reducing excessive variability of risk-weighted assets. The Basel Committee has enhanced the requirements for robustness and risk sensitivity of the standardised approaches for credit risk and operational risk and has constrained the use of internal models. The Basel Committee has also removed the internal model for operational risk, which SEB currently uses, from the regulatory capital framework as well as the option to use the Advanced-Internal Ratings-Based (“**IRB**”) approach for exposures to financial institutions and large corporates. Where the IRB approach is retained, minimum levels are applied on the probability of default and for other input parameters. In addition, the Basel Committee is introducing an output floor, based on the revised standardised approaches, meaning that risk-weighted assets generated by internal models cannot in aggregate fall below 72.5 per cent. of the risk-weighted assets computed by the standardised approaches. On October 27, 2021, the European Commission released a proposal for the implementation of Basel IV into EU legislation. EU-level negotiations were finalised in December 2023 and the European Council adopted the new rules on May 30, 2024. The new rules are applicable as of January 1, 2025. There will be a five-year gradual phase-in of the output floor, which then would reach its steady state calibration of 72.5 per cent. by January 1, 2030. For the purpose of output floor calculations, unrated investment grade corporates will receive a risk weight of 65 per cent. instead of 100 per cent. until December 31, 2032. On July 24, 2024 the European Commission adopted a delegated act that will postpone the date of application of the new rules for market risk by one year (i.e., until January 1, 2025). When implemented into EU legislation, these measures could result in an increase in SEB’s capital requirements. The day 1 impact of Basel IV on SEB’s capital buffer is assessed to be around minus 50 basis points.

The European Banking Authority (the “**EBA**”) has developed several new Guidelines and Regulatory Technical Standards to ensure consistency in IRB models. The aim is to reduce unjustified variability in model outcomes, ensuring comparability of risk estimates while at the same time preserving risk sensitivity of capital requirements. The SFSA has communicated that it expects that the new Guidelines and Regulatory Technical Standards will likely require material changes to most IRB models currently in use by Swedish banks. These changes will also require applications for approval by the SFSA. All models will be calibrated to take into account statistical uncertainty and other adjustments to have sufficient risk buffers for future downturns, referred to as the “Margin of Conservatism”. The final outcome of the calibration of SEB’s IRB models is uncertain, and there can be no assurance that such changes will not result in increased risk weights being applied to certain credit exposures. As of the date of this Prospectus, SEB’s best assessment is that, on top of the day 1 effect from operational risk of -50 basis points on the CET1 capital buffer, the combined impact of Basel IV excluding effects from the output floor and EBA’s new guidelines and technical standards for IRB models is around neutral over time.

In addition to risk-based capital ratio requirements, the Basel III framework also introduced a non-risk based leverage ratio as a supplement to the risk-based capital requirements. The EU has implemented a minimum leverage ratio requirement of 3 per cent. of Tier 1 capital in line with the international agreement, effective from 28th June, 2021.

In June 2019, the CRD V Directive and the EU Capital Requirements Regulation II (“**CRR II**”) were published, which amended CRD IV and CRR respectively, providing for extensive changes to the EU regulatory framework, including the Fundamental Review of the Trading Book (“**FRTB**”), the Net Stable Funding Ratio, the minimum

requirements for own funds and eligible liabilities (“**MREL**”) and the Pillar 2 framework. Eligible liabilities means liabilities which are not excluded from the scope of the bail-in tool and also meet certain requirements, but does not include capital instruments which are part of the own funds, (i.e., CET1, Additional Tier 1 and Tier 2 instruments). Member States adopted the measures necessary to comply with the CRD V Directive by 28th December, 2020, which applied from 29th December, 2020, although certain provisions only became applicable from 1st January, 2022. CRR II has applied from 28th June, 2021 with certain exceptions.

In connection with the SFSA’s SREP, the SFSA decides on the level of the Pillar 2 Guidance (“**P2G**”). Through P2G, the SFSA informs a bank which capital level it expects the bank to hold over and above the minimum requirement, the Pillar 2 requirements (“**P2R**”) and the combined buffer requirement, to cover risks and manage future financial stresses. In the 2023 SREP, the SFSA decided on a P2G of 0.5 per cent. of REA for the Group as of 30th September, 2023, a reduction compared to the corresponding decision of 1.0 per cent. in September 2022. The SFSA has also informed SEB of its preliminary 2024 SREP decision. According to the preliminary decision, SEB’s CET1 capital requirement and P2G, as well as SEB’s leverage ratio requirement and P2G would both be unchanged compared with the current levels. The SFSA will make its final decision effective as of 30th September 2024.

On 29th September, 2021, the SFSA decided to raise the countercyclical buffer rate to 1.0 per cent. from 0 per cent, applicable as of 29th September, 2022. Further, on 22nd June, 2022, the SFSA decided to raise the countercyclical buffer rate by another 1.0 per cent. to its neutral level of 2.0 per cent., applicable as of 22nd June, 2023, as a result of a rise in systemic risks driven by the continued high growth in household debt and the rapidly rising growth in non-financial corporate debt. The SFSA did not make any assessment about further increases of the buffer rate.

Effective 1st January, 2015, the SFSA increased the previous 15 per cent. risk weight floor for Swedish residential mortgages to 25 per cent. This measure required SEB to hold more capital for these risk exposures. In addition, on 23rd August, 2018, the SFSA replaced the risk weight floors of 25 per cent. on residential mortgage exposures under Pillar 2 with a corresponding Pillar 1 requirement. This change entered into force on 31st December, 2018 and lowered SEB’s CET1 ratio by 2.6 percentage points.

In connection with the SFSA’s annual supervisory and evaluation process (“**SREP**”) for 2020, the SFSA implemented a Pillar 2 measure for banks using the IRB models for exposures, which are collateralised by commercial real estate in Sweden. The Pillar 2 measure corresponds to the difference between a risk weight of 35 per cent. for exposures collateralised by commercial real estate and 25 per cent. for exposures collateralised by commercial residential properties and a bank’s actual average risk weight for such exposures. In the 2023 SREP, this Pillar 2 measure was replaced with corresponding risk weight floors under Pillar 1, through Article 458 of CRR. The floors entered into force on 30th September, 2023.

On 21st June, 2021, the SFSA made the decision to reciprocate the Norwegian Ministry of Finance’s decision to implement an average risk weight floor of 20 per cent. for retail exposures collateralised by real estate in Norway and of 35 per cent. for corporate exposures collateralised by real estate in Norway. The decision applies as of 30th September, 2021 for Swedish credit institutions that have branches or other exposures in Norway and are authorised to use an IRB approach for the calculation of their capital requirement for credit risks. As a result, the previous Pillar 2 add-on for Norwegian mortgages was no longer be applicable as of that date. On 29th June, 2022, the SFSA passed a decision to reciprocate the Central Bank of Lithuania’s decision to implement a 2 per cent. systemic risk buffer for retail exposures to natural persons in Lithuania, which are secured by residential property. In accordance with the threshold set by the Central Bank of Lithuania, the decision applies from 1st July, 2022 to Swedish institutions where said exposures exceed EUR 50 million. On August 13, 2024 the SFSA passed a decision to reciprocate the Danish Ministry of industry’s decision to implement a sectoral systemic risk buffer of 7 per cent for exposures to real estate companies in Denmark. The decision will apply from October 31, 2024 and applies to Swedish institutions where said exposures exceed EUR 200 billion.

The implementation of these or other measures could result in the imposition of further CET1 and total capital requirements upon SEB, which in turn may have adverse effects on SEB’s business and financial condition, and an increase in standardisation of models may negatively impact SEB’s long-term risk-based planning if the proposed models are not adequately nuanced to accurately model underlying risks. Furthermore, the timing of the implementation and development of proposals remains uncertain and subject to change.

SEB is exposed to the risk of changes in accounting policies and its interpretation

From time to time, the International Accounting Standards Board (the IASB) and/or the EU change the financial accounting and reporting standards that govern the preparation of SEB's financial statements. These changes can be difficult to predict and can materially impact how SEB records and reports its financial condition and results of operations. In some cases, SEB could be required to apply a new or revised standard retroactively, resulting in restating prior financial periods. For example, with effect from 1st January, 2023, SEB adopted IFRS 17 *Insurance Contracts* which replaced IFRS 4 *Insurance Contracts* and applies to all types of insurance contracts as well as to certain financial instruments with discretionary participation features. The adoption of IFRS 17 has not had a significant impact on the classification of the Group's insurance contracts. However, IFRS 17 established specific principles for the recognition and measurement of insurance contracts issued and reinsurance contracts held by the Group. On adoption, IFRS 17 changed the measurement and presentation of insurance contracts and participating investment contracts.

Any future changes to applicable accounting policies may have a substantial effect on the Group's results of operations and financial condition.

SEB is subject to laws and regulations related to resolution of systemically important financial institutions

In October 2012, the Financial Stability Board (the "FSB") and the Basel Committee finalised a framework for addressing domestic systemically important banks ("D-SIBs"). Banks designated as D-SIBs are required to hold additional capital. SEB has been designated as a D-SIB by the SFSA and is consequently subject to additional capital requirements imposed by the SFSA. Although SEB is not identified as a global systemically important bank ("G-SIB") by the FSB in its most recently published list in November 2023, which would have required it to hold additional capital (in the form of CET1), it may be so identified in the future.

On 2nd July, 2014, Directive 2014/59/EU providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions, investment firms, certain financial institutions and certain holding companies (each a "relevant entity") (as amended, the "BRRD", including as amended by BRRD II (as defined below), as applicable) entered into force. The BRRD was first implemented in Sweden on 1st February, 2016.

The BRRD prescribes that banks shall hold a minimum level of own funds and eligible liabilities in relation to total liabilities. On 23rd February, 2017, the Swedish National Debt Office (which is the "Swedish Resolution Authority") published its Decision Memorandum (the "Decision Memorandum") in which it set out its policy positions on the application of the MREL to Swedish banks. As set out in the Decision Memorandum, the Swedish Resolution Authority communicated individual MREL requirements (consisting of a loss absorption amount and a recapitalisation amount) to Swedish banks for the first time in December 2017. Swedish banks, including SEB, were required to comply with MREL requirements starting from 1st January, 2018 but with a phase-in period to be fully compliant by 1st January, 2024.

The loss absorption amount, equivalent to the bank's total capital requirements, excluding the combined buffer requirement and capital requirements for systemic risk and macro-prudential factors could be met with own funds instruments (CET1, Additional Tier 1 and Tier 2) whereas the recapitalisation amount, equivalent to the bank's total capital requirements, excluding the combined buffer requirement but including the full Pillar 2 requirement was required to be filled with certain bail-inable liabilities (the liabilities proportion principle) not included in the capital base from 1st January, 2018 with such liabilities used to meet the liabilities proportion principle required to rank junior to senior liabilities and senior to Tier 2 capital, whether contractually, by statute or structurally, from 1st January 2024.

On 7th June, 2019, Directive 2019/879/EU of the European Parliament and of the European Council of 20th May, 2019 (as amended or replaced, the "BRRD II") was published, amending, among other things, the BRRD as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms. BRRD II focuses on the implementation of total loss absorbing capacity ("TLAC") into EU legislation and the integration of the TLAC requirement with MREL rules to avoid duplication.

The Swedish law implementing BRRD II entered into force on 1st July, 2021 and stipulates that the new MREL and subordination requirements shall be fully complied with from 1st January, 2024. On 13th October, 2021, the Swedish Resolution Authority (*Riksgälden*) issued a new policy, which entered into force on 1st January, 2022, for the application of the MREL to Swedish banks under the new law, replacing the previous MREL policy set out in the Decision Memorandum. According to the new policy, the capital base counts in full towards subordination requirements and the liabilities proportion principle is no longer applicable. The MREL and the subordination

requirements are the higher of a risk-based and a leverage-based requirement. The combined buffer requirement is added on top of both the risk-based MREL requirement and the risk-based subordination requirement. In December 2023, the Swedish Resolution Authority decided on applicable MREL and subordination requirements for the SEB Group for the first time, applicable as of 1st January, 2024. The MREL requirement was decided to be the higher of 27.6 per cent. of REA and 6.0 per cent. of the leverage exposure, and the subordination requirement was decided to be the higher of 20.5 per cent. of REA and 6.0 per cent. of the leverage exposure.

For the foregoing reasons, SEB may need to raise additional capital in the future. Such capital, whether in the form of debt financing, hybrid capital or additional equity, may not be available on attractive terms, or at all. SEB is unable to predict what regulatory requirements may be imposed in the future or accurately estimate the impact that any currently proposed regulatory changes may have on its business, the products and services that it offers and the values of its assets. For example, if SEB is required to make additional provisions, increase its reserves or capital, or exit or change certain businesses as a result of the initiatives to strengthen the capitalisation of banks, this could adversely affect its results of operations, financial condition and prospects.

In addition, on 18th April, 2023, the European Commission adopted a legislative package proposal to adjust and strengthen the EU's existing bank crisis management and deposit insurance framework (the CMDI Proposal), which was adopted by the European Parliament on 25 April, 2024. The package involves a review of the BRRD and the SRM Regulation (Regulation (EU) No 806/2014) frameworks as well as a separate legislative proposal to amend Directive 2014/49/EU on deposit guarantee schemes, all with the aim of preserving financial stability, protecting taxpayers' money and providing better protection for depositors (including new rules that foresee that all deposits are preferred relative to ordinary unsecured claims). However, the CMDI Proposal must also be adopted by the Council of the EU and published in the Official Journal of the EU before it enters into force and will thereafter be subject to implementation in each of the EU Member States. As of the date of this Prospectus, there is therefore a high degree of uncertainty with regards to the proposed adjustments and when they will be finally implemented in the EU. Therefore, the exact impact of these adjustments and the potential effects on the Issuer cannot be assessed yet.

SEB is exposed to the risk of changes in tax legislation and its interpretation and to increases in the rate of corporate and other taxes in the jurisdictions in which it operates

SEB's activities are subject to tax at various rates in the jurisdictions in which it operates, computed in accordance with local legislation and practice. Future actions by the Swedish or other governments to increase tax rates or to impose additional taxes would reduce SEB's profitability. In addition, revisions to tax legislation or to its interpretation may have an adverse effect on SEB's financial condition in the future.

For example, in December 2021, the Swedish parliament approved the government's proposal to introduce a new risk tax for credit institutions, which applies to Swedish credit institutions with liabilities of more than SEK 150 billion (group threshold), which includes SEB, with applicable tax rate of 5 basis points for 2022 and 6 basis points for 2023 and onwards. In addition, the Lithuanian parliament approved an amendment to the law on corporate income tax, introducing additional corporate income tax of 5 per cent. on bank profits exceeding EUR 2 million, which initially applied for tax periods 2020-2022 and then subsequently became permanent. On 16th May, 2023, Lithuania established a temporary solidarity contribution for credit institutions, as a result of the increase in banks' net interest income driven by higher interest rates. This contribution is calculated on a formula-defined net interest income tax base and amounted to SEK 608 million in the first six months of 2024. In June 2023, the Estonian parliament approved a proposal to raise tax on distributed profits from 20 per cent. to 22 per cent., effective from January 2025. At the same time, credit institutions' advance income tax payments rate is expected to be changed from 14 per cent. to 18 per cent. from January 2025. Latvia has also implemented a new tax surcharge applicable from 2024, equal to 20 per cent. of net profit (after tax) for the previous year, for which SEB booked a provision of SEK 330 million in 2023. This tax surcharge can be reduced by dividend tax paid during the current year. In addition, Ukraine has decided to retroactively increase its corporate income tax rate for banks for 2023 from 18 per cent. to 50 per cent. For 2024 and 2025 the rate is currently set to 25 per cent.

SEB and its subsidiaries are continuously subject to tax field audits where local tax authorities review previous years' tax returns. The German tax authorities have in relation to SEB's wholly owned German subsidiary, DSV (formerly DSK), re-assessed its crediting of withholding tax in its securities finance business for the years 2008-2014 and reclaimed EUR 936 million, plus interest. Further reclaims cannot be ruled out. Between 2008 and 2015, DSV claimed and credited approximately EUR 1,500 million in withholding tax against its corporate income tax.

DSV has objected to the tax reclaims, and SEB and DSV are of the opinion that the securities finance business of DSV under review by the German tax authorities was conducted in accordance with market practice, law and administrative guidance applicable at the time. SEB and DSV, as supported by their external legal advisor, are of the view that it is more likely than not that it will be ultimately confirmed in a fiscal court proceeding that the withholding tax has been claimed and credited correctly by DSV. To date, no provisions have been made on the Group level in accordance with applicable accounting rules. The legal proceedings are estimated to take several years, as it is expected that the matter will be appealed to the highest fiscal court. It cannot be ruled out that the re-assessment by the German tax authorities of DSV's crediting of withholding tax may lead to negative financial effects on the Group.

Risk Factors relating to the Notes

There is a real risk that Noteholders will lose some or all of their investment should the Issuer become insolvent and Noteholders may only claim payment in the bankruptcy or liquidation of the Issuer

The Notes on issue are intended to constitute Additional Tier 1 Capital of the Issuer and the Group and will, unless previously converted into Class A Shares in the Issuer due to the occurrence of a Trigger Event (i.e. an event where the CET1 ratio of the Issuer, as calculated in accordance with the Applicable Capital Regulations, is less than 5.125 per cent., or the CET1 ratio of the SEB Group, as calculated in accordance with the Applicable Capital Regulations, is less than 8.00 per cent.) constitute unsecured, deeply subordinated obligations of the Issuer.

In the event of the voluntary or involuntary liquidation (*likvidation*) or the bankruptcy (*konkurs*) of the Issuer, prior to the occurrence of a Trigger Event, the rights of the Noteholders to payments in respect of, or arising from (including any damages awarded for breach of any obligations under) the Notes rank (a) junior to any present or future claims of (i) depositors of the Issuer, (ii) other unsubordinated creditors of the Issuer, (iii) any non-preferred creditors falling within the scope of the first paragraph of Section 18 of the Swedish Rights of Priority Act (*förmånsrättslag (1970:979)*), and (iv) except as expressed in (c) below, claims of any other subordinated creditors of the Issuer, (b) *pari passu* without any preference among themselves, (c) at least *pari passu* with claims of holders of any other outstanding Additional Tier 1 Instruments and claims of any other subordinated creditors the claims of which rank, or are expressed to rank, *pari passu* with the Notes, and (d) in priority to payments to holders of all classes of share capital of the Issuer in their capacity as such holders.

In the event of the voluntary or involuntary liquidation or bankruptcy of the Issuer, there is a risk that the Issuer does not have enough assets remaining after payments to senior ranking creditors to pay amounts due under the Notes. Although the Notes may pay a higher rate of interest than comparable Notes which are not subordinated, or which are subordinated but not so deeply, there is a real risk that an investor in the Notes will lose all or some of its investment in the event of a voluntary or involuntary liquidation or bankruptcy of the Issuer. Accordingly, in a worst case scenario, the value of the Notes may be reduced to zero.

There are no events of default in relation to the Notes and Holders may only claim payment in respect of the Notes in the bankruptcy (*konkurs*) or liquidation (*likvidation*) of the Bank. See “*There are no events of default*” below.

The Council of the EU has adopted the BRRD which provides for a range of actions to be taken in relation to a relevant entity considered to be at risk of failing. The taking of any action against the Issuer under the BRRD could materially adversely affect the value of any Notes.

As further described in the Risk Factor “*SEB is subject to laws and regulations related to resolution of systemically important financial institutions*” above, the Issuer is subject to the BRRD which is designed to provide authorities with a credible set of tools to intervene sufficiently early and quickly in an unsound or failing relevant entity. This is so as to ensure the continuity of the relevant entity's critical financial and economic functions, while minimising the impact of a relevant entity's failure on the economy and financial system.

The BRRD contains four resolution tools and powers which may be used alone or in combination where a relevant entity is considered as failing or likely to fail: (i) sale of business – which enables resolution authorities to direct the sale of the relevant entity 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 relevant entity 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 relevant entity to meet its repayment obligations; (iii) asset separation – which enables resolution authorities to transfer impaired or problem 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; and (iv) bail-in – which gives resolution authorities the power to write down certain claims of unsecured creditors of a failing relevant entity (which write-down may result in the reduction of such claims to zero) and to convert

certain unsecured debt claims (including the Notes) to equity or other instruments of ownership (the *general bail-in tool*), which equity or other instruments could also be subject to any application of the general bail-in tool. In Sweden, the Swedish National Debt Office (*Riksgälden*) has been designated as the national resolution authority under the BRRD. Relevant claims for the purposes of the bail-in tool would include the claims of the holders in respect of any Notes issued under the Terms and Conditions.

The BRRD also provides for a Member State as a last resort, after having assessed and exploited 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 the public equity support and temporary public ownership tools. Any such extraordinary financial support must be provided in accordance with the EU state aid framework.

A relevant entity will be considered as failing or likely to fail when:

- it is, or is likely in the near future to be, in breach of its requirements for continuing authorisation;
- its assets are, or are likely in the near future to be, less than its liabilities;
- it is, or is likely in the near future to be, unable to pay its debts as they fall due; or
- it requires extraordinary public financial support (except in limited circumstances).

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 capital instruments such as the Notes at the point of non-viability of a relevant entity or a group (non-viability loss absorption) (see “*The Notes may be subject to loss absorption on any application of the resolution tools or at the point of non-viability of the Issuer*” below). Any shares issued to Noteholders upon any such conversion into equity may also be subject to any future cancellation, transfer or dilution.

Any application of the general bail-in tool 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 Noteholders 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 Noteholder has a right to compensation under the BRRD based on an independent valuation of the relevant entity. Any such compensation is unlikely to compensate that Noteholder 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 powers set out in the BRRD will impact how relevant entities are managed as well as, in certain circumstances, the rights of creditors. Noteholders may be subject to the application of the general bail-in tool and, in the case of the Notes, non-viability loss absorption, which may result in such holders losing some or all of their investment (see further “*There is a real risk that Noteholders will lose some or all of their investment should the Issuer become insolvent and Noteholders may only claim payment in the bankruptcy or liquidation of the Issuer*”). Such application of the general bail-in tool could also involve modifications to or the disapplication of provisions in the conditions of the Senior Notes and Subordinated Notes, including alteration of the principal amount or any interest payable on the Senior Notes and Subordinated Notes, the maturity date or any other dates on which payments may be due, as well as the suspension of payments for a certain period. As a result, the exercise of any power under the BRRD or any suggestion of such exercise could materially adversely affect the rights of Noteholders, the price or value of the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

The Notes may be subject to loss absorption on any application of the resolution tools or at the point of non-viability of the Issuer or the Group

In addition to the application of the resolution tools, including the general bail-in tool, to the Notes (see “*The Council of the EU has adopted the BRRD which provides for a range of actions to be taken in relation to a relevant entity considered to be at risk of failing. The taking of any action against the Issuer under the BRRD could materially adversely affect the value of any Notes*” above), the BRRD contemplates that the Notes may be subject to non-viability loss absorption. As a result, resolution authorities may require the permanent write-down of capital instruments such as the Notes (which write-down may be in full) or the conversion of them into shares (or other instruments of ownership) in SEB at the point of non-viability of the Issuer or the Group and before any other

resolution action is taken. Any such write-down or conversion is separate to the Automatic Trigger Conversion contemplated by the Terms and Conditions and may be effected by resolution authorities without regard to the Floor Price. Such write-down or conversion is likely, therefore, to have a different outcome to any Automatic Trigger Conversion, with any shares issued to Noteholders upon any such conversion into equity likely to be significantly fewer than the shares that may otherwise be received on any Automatic Trigger Conversion. Any such shares may also be subject to future cancellation, transfer or dilution.

Even if grounds for compensation could be established, compensation may not be available under the BRRD to any holders of capital instruments subject to any write-down or conversion pursuant to non-viability loss absorption, separate from any exercise of the general bail-in tool (see “*The Council of the EU has adopted the BRRD which provides for a range of actions to be taken in relation to a relevant entity considered to be at risk of failing. The taking of any action against the Issuer under the BRRD could materially adversely affect the value of any Notes*”), and even if available any such compensation would only take the form of shares in SEB.

For the purposes of the application of any non-viability loss absorption measure (i) the point of non-viability of a relevant entity under the BRRD is the point at which the relevant authority or authorities, as the case may be, determine(s) that the relevant entity or its group meets the conditions for resolution or will no longer be viable unless the relevant capital instruments (such as the Notes) are written down or converted into equity or extraordinary public financial support is required by the relevant entity other than, where the entity is an institution, for the purposes of remedying a serious disturbance in the economy of an EEA member state and to preserve financial stability; and (ii) the point of non-viability of a group is the point at which the group infringes or there are objective elements to support a determination that the group, in the near future, will infringe its consolidated prudential requirements in a way that would justify action by the appropriate authority, including but not limited to because the group has incurred or is likely to incur losses that will deplete all or a significant amount of its own funds.

The application of the resolution tools or any non-viability loss absorption measure may result in Noteholders losing some or all of their investment. The exercise of any such power or any suggestion of such exercise could, therefore, materially adversely affect the rights of Noteholder, the price or value of the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

Upon the occurrence of a Trigger Event, the Noteholders will lose all of their claims for payment under the Notes and receive Conversion Shares instead (which are more deeply subordinated than the Notes) and/or the cash proceeds of the Settlement Shares Offer to which that Noteholder is entitled, after deduction of the Settlement Shares Offer Expenses

Upon the occurrence of a Trigger Event, the Noteholders will lose all of their claims for payment under the Notes and receive Conversion Shares instead (which are more deeply subordinated than the Notes) and/or net cash proceeds of the Settlement Shares Offer to which the Noteholders are entitled, after deduction of the Settlement Shares Offer Expenses. The number and/or value of the Conversion Shares received by a Noteholder following an Automatic Trigger Conversion may be less than the Noteholder may have expected. In addition, Noteholders may not receive Conversion Shares if they fail to submit a Delivery Notice in the manner or within the prescribed period set out in the Terms and Conditions.

The Notes are being issued for regulatory capital adequacy purposes with the intention and purpose of being eligible as Additional Tier 1 Capital of the Issuer and the SEB Group. Such eligibility depends upon a number of conditions being satisfied, which are reflected in the Terms and Conditions. One of these relates to the ability of the Notes to be available to absorb any losses of the Issuer or the Group. Accordingly, upon the occurrence of a Trigger Event, (i) the Notes will be converted into Conversion Shares, (ii) the principal amount of the Notes will be permanently reduced to zero and, accordingly, shall equal zero at all times thereafter, (iii) the Noteholders will no longer have any rights or claim against the Issuer with respect to the payment of any principal, interest or other amount on or in respect of the Notes, and (iv) the Issuer’s only remaining obligation under the Notes shall be an obligation to deliver Conversion Shares to the Settlement Shares Depositary on behalf of the Noteholders.

Once a Note has been converted into Conversion Shares, the principal amount of such Note will not be restored in any circumstances (including where the relevant Trigger Event ceases to continue), no further interest will accrue or be payable on such Note at any time thereafter and the Noteholders shall have no recourse to the Issuer for any further payment in respect of the Notes (but without prejudice to the right of the Noteholders to receive the relevant number of Conversion Shares from the Settlement Shares Depositary).

If a Trigger Event (and consequent Automatic Trigger Conversion) occurs, Noteholders will only have the claims under their Conversion Shares, and such claims in a liquidation (*likvidation*) or bankruptcy (*konkurs*) of the Issuer

are the most junior-ranking of all claims. Claims in respect of Conversion Shares are not for a fixed principal amount, but rather are limited to a share of the surplus assets (if any) remaining following payment of all amounts due in respect of the liabilities of the Issuer.

Further, the Terms and Conditions provide that a Noteholder, Settlement Shares Offer Agent or Selling Agent must pay (in the case of the Settlement Shares Offer Agent or the Selling Agent by means of deduction from the net proceeds of sale referred to in the Terms and Conditions) any taxes and capital, stamp, issue and registration and transfer taxes or duties arising on Automatic Trigger Conversion and such Noteholder, Settlement Shares Offer Agent or the Selling Agent (as the case may be) must pay (in the case of the Settlement Shares Offer Agent or the Selling Agent, by way of deduction from the net proceeds of sale as aforesaid) all, if any, taxes arising by reference to any disposal or deemed disposal of a Note or interest therein.

If a Noteholder fails to deliver a duly completed Delivery Notice to a Paying and Conversion Agent in the manner and within the prescribed timeframe specified in the Terms and Conditions then, subject to the making of a Settlement Shares Offer, the Issuer may in its sole and absolute discretion (and the relevant Noteholders of such Notes shall be deemed to agree thereto) elect to appoint prior to the Automatic Trigger Conversion a Selling Agent to procure that all Conversion Shares held by the Settlement Shares Depository in respect of which no duly completed Delivery Notice has been delivered shall be sold by the Selling Agent as soon as reasonably practicable. The net proceeds of any such sale of Conversion Shares shall then, subject to the deduction of certain amounts including in respect of taxes, fees or costs as described in the Terms and Conditions, be distributed rateably by the Settlement Shares Depository to the relevant Noteholders. There is therefore a risk that Noteholders will not receive Conversion Shares upon the occurrence of a Trigger Event.

Because a Trigger Event will occur when the CET1 Ratio of the Issuer or the Group, as applicable, will have deteriorated significantly, any Trigger Event will likely be accompanied by a prior deterioration in the market price of the Class A Shares, which may be expected to continue after announcement of the relevant Trigger Event. Therefore, in the event of the occurrence of a Trigger Event, the Current Market Price of an Class A Share may be below the Floor Price, and investors could receive Conversion Shares at a time when the market price of the Conversion Shares is considerably less than the Conversion Price. In such circumstances, Noteholders may receive a smaller number of Conversion Shares than expected by the Noteholders. In addition, there may be a delay in a Noteholder receiving its Conversion Shares following an Automatic Trigger Conversion, during which time the market price of the Class A Shares may fall further. As a result, the value of the Conversion Shares received following an Automatic Trigger Conversion could be substantially lower than the price paid for the Notes at the time of their purchase.

Interest payments on the Notes may be cancelled by the Issuer

The Notes accrue interest during an Interest Period and according to the Terms and Conditions, payment of interest shall be made to the Noteholders on each Interest Payment Date for the preceding Interest Period. However, any payment of Interest in respect of the Notes shall be payable only out of the Issuer's Distributable Items and (a) may be cancelled, at any time, in whole or in part, at the option of the Issuer in its sole discretion and notwithstanding that it has Distributable Items or that it may make any distributions pursuant to the Applicable Capital Regulations, or (b) will be mandatorily cancelled if and to the extent so required by the Applicable Capital Regulations, including the applicable criteria for Additional Tier 1 Capital Instruments. As at 30th June, 2024 the Distributable Items of the Issuer (in accordance with the CRR) were SEK 115.6 billion. Such Distributable Items were calculated on both a consolidated and non-consolidated basis, with the Distributable Items of the Issuer being the lower of such two figures.

Under Article 141 of the CRD Directive, Member States of the European Union must require that institutions that fail to meet the "combined buffer requirement" (which, as implemented in Sweden, involves for the Issuer the combination of the capital conservation buffer, the institution-specific counter-cyclical buffer and the systemic risk buffer) will be subject to restricted "discretionary payments" (which are defined broadly by CRD V as payments relating to CET1 Capital, variable remuneration and payments on Additional Tier 1 Instruments such as the Notes). The "combined buffer requirement" and the associated restrictions under Article 141 above were implemented in Sweden on 2nd August, 2014.

Where any such restrictions are to apply they will be scaled according to the extent of the breach of the "combined buffer requirement" and calculated as a percentage of the profits of the institution since the last distribution of profits or "discretionary payment". Such calculation will result in a "Maximum Distributable Amount" in each relevant period. As an example, the scaling is such that in the bottom quartile of the "combined buffer requirement", no "discretionary distributions" will be permitted to be paid. As a consequence, in the event of breach of the combined buffer requirement (including where additional capital requirements are imposed by the

SFSA that have the result of increasing the regulatory minimum required under CRD V and the BRRD) it may be necessary to reduce discretionary payments, including the potential exercise by the Issuer of its discretion to cancel (in whole or in part) interest payments in respect of the Notes. In addition, any actual or perceived breach of the “combined buffer requirement” can be expected to have an adverse effect on the market price of the Notes.

No payment of interest will be made in respect of the Notes if and to the extent that such payment would cause the Maximum Distributable Amount (if any) then applicable to the Issuer and/or the Group to be exceeded. As at 30th June, 2024, the Issuer had a buffer of 4.4 per cent. between its CET1 Ratio and its then applicable “combined buffer requirement” for the purposes of any calculation of the maximum amount distributable in respect of the Issuer. The SFSA decides on the countercyclical buffer every quarter and since 22nd June, 2023, when the countercyclical buffer was increased by 1.0 per cent., the countercyclical buffer has been 2.0 per cent.

There can be no assurances that a Noteholder will receive payments of interest in respect of the Notes. Unpaid interest is not cumulative or payable at any time thereafter and, accordingly, if any interest payment (or part thereof) is not made in respect of the Notes as a result of any requirement for, or election of, the Issuer to cancel such interest payment then the right of the Noteholders to receive the relevant interest payment (or part thereof) in respect of the relevant Interest Period will be extinguished and the Issuer will have no obligation to pay such interest (or part thereof) or to pay any interest thereon, whether or not interest on the Notes is paid in respect of any future Interest Period.

No such election to cancel the payment of any interest (or part thereof) or non-payment of any interest (or part thereof) in respect of the Notes will constitute an event of default or the occurrence of any event related to the insolvency of the Issuer or entitle Noteholders to take any action to cause the liquidation, dissolution or winding up of the Issuer.

If, as a result of any of the conditions set out above being applicable, only part of any interest on the Notes may be paid, the Issuer may proceed, in its sole discretion, to make such partial interest payments under the Notes.

Notwithstanding the applicability of any one or more of the conditions set out above resulting in interest on the Notes not being paid or being paid only in part, the Issuer will not be in any way limited or restricted from making any distribution or equivalent payment in connection with any instrument ranking junior to the Notes (including, without limitation, any CET1 Capital of the Issuer or the Group) or in respect of any other Additional Tier 1 Instruments.

Furthermore, upon the occurrence of the Trigger Event, any accrued and unpaid interest on the Notes will be cancelled.

Any failure by the Issuer and/or the Group to comply with its MREL requirement could result, among other things, in the imposition of restrictions or prohibitions on discretionary payments by the Issuer, including interest payments on the Notes

For a discussion as to how MREL requirements may affect SEB, see “SEB is subject to laws and regulations related to resolution of systemically important financial institutions” above.

Under the BRRD, the applicable combined buffer requirements will be positioned above the relevant MREL requirement. An institution that does not comply with its MREL requirement, therefore, will need to use CET1 that previously counted towards meeting the combined buffer requirement to make up the shortfall. Accordingly, any failure by SEB to meet its MREL requirement could negatively impact its combined buffer requirement and result in, among other things, the imposition of restrictions or prohibitions on discretionary payments by the Issuer, including interest payments on the Notes.

The circumstances that may give rise to the Trigger Event or the imposition of restrictions or prohibitions on discretionary payments by the Issuer, including interest payments on the Notes, are unpredictable

The occurrence of a Trigger Event or imposition of restrictions or prohibitions on discretionary payments by the Issuer, including interest payments on the Notes, is inherently unpredictable and depends on a number of factors, many of which are outside of the Issuer’s control (and such occurrence may also be determined by the SFSA (or any agent appointed by the SFSA for the purpose of making such determination)). For example, the occurrence of one or more of the risks described in these Risk Factors, or the deterioration of the circumstances described therein, will substantially increase the likelihood of the occurrence of the Trigger Event or the imposition of such restrictions or prohibitions. Furthermore, the occurrence of the Trigger Event or the imposition of such restrictions or prohibitions as a result of the application of any Maximum Distributable Amount depends, in part, on the calculation of the CET1 ratio, which can be affected, among other things, by the growth of the business and future earnings of the Issuer and/or the Group, as applicable; expected payments by the Issuer and/or the Group, as

applicable, in respect of dividends and distributions and other equivalent payments in respect of instruments ranking junior to the Notes as well as other Additional Tier 1 Instruments; regulatory changes (including possible changes in accounting rules, regulatory capital definitions, calculations and risk weighted assets, and the proposed use of the of the risk weight floor to compute the full stack of capital requirements) and the Issuer's ability to actively manage the risk weighted assets of the Issuer and the Group. The usual reporting cycle of the Issuer is for the CET1 Ratios of the Issuer and the Group to be reported on a quarterly basis in conjunction with its interim financial reporting, which may mean investors are given limited warning of any significant deterioration in those CET1 Ratios. In addition, since the SFSA may require the Issuer to calculate the CET1 ratios at any time and may itself determine (or appoint an agent for the purpose of making such determination) the occurrence of a Trigger Event or any Maximum Distributable Amount, the Trigger Event or the imposition of such restrictions or prohibitions could occur at any time.

Due to the inherent uncertainty in advance of any determination of a Trigger Event or any Maximum Distributable Amount regarding whether any such Trigger Event may exist or the amount of such Maximum Distributable Amount, it will be difficult to predict when, if at all, an Automatic Trigger Conversion or the imposition of such restrictions or prohibitions may occur. Accordingly, trading behaviour in respect of the Notes is not necessarily expected to follow trading behaviour associated with other types of interest-bearing securities. Any actual or perceived indication that the Issuer and/or the Group, as applicable, is trending towards the Trigger Event or of the imposition of such restrictions or prohibitions can be expected to have an adverse effect on the market price of the Notes. Under such circumstances, investors may not be able to sell their Notes easily or at prices comparable to other similar yielding instruments. Noteholders will bear the risk of fluctuations in the price of the Class A Shares and/or movements in the CET1 Ratio that could give rise to the occurrence of the Trigger Event or the imposition of restrictions or prohibitions on discretionary payments by the Issuer, including interest payments on the Notes.

The market price of the Notes is expected to be affected by fluctuations in the market price of the Class A Shares, in particular if at any time there is a significant deterioration in the CET1 Ratio of the Issuer or the Group or any actual or perceived indication of the imposition of restrictions or prohibitions on discretionary payments by the Issuer, including interest payments on the Notes. It is impossible to predict whether the price of the Class A Shares will rise or fall. Market prices of the Class A Shares will be influenced by, among other things, the financial position of the Issuer and the Group, the results of operations and political, economic, financial and other factors. Any decline in the market price of the Class A Shares or any actual or perceived indication that the CET1 Ratio of the Issuer or the Group is trending towards the occurrence of a Trigger Event or of the imposition of such restrictions or prohibitions may have an adverse effect on the market price of the Notes. The level of the CET1 Ratio of the Issuer or the Group or any Maximum Distributable Amount may also significantly affect the market price of the Notes and/or the Class A Shares.

The Issuer will have no obligation to consider the interests of the Noteholders in connection with the strategic decisions of the Group, including in respect of capital management. Noteholders will not have any claim against the Issuer or any other member of the Group relating to decisions that affect the business and operations of the Group, including its capital position, regardless of whether they result in the occurrence of a Trigger Event or the imposition of such restrictions or prohibitions. Such decisions could cause Noteholders to lose all or part of the value of their investment in the Notes.

The value of the Notes may decline because the Noteholders do not have anti-dilution protection in all circumstances. In particular, the occurrence of corporate actions or events in respect of which no adjustment to the Floor Price is made may adversely affect the value of the Notes

The number of Conversion Shares which are to be issued and delivered in respect of each Note on an Automatic Trigger Conversion shall be determined by dividing the aggregate principal amount of such Note outstanding immediately prior to the Conversion Date by the Conversion Price rounded down, if necessary, to the nearest whole number of Conversion Shares.

If the Class A Shares are then admitted to trading, the Conversion Price will be the higher of (a) the Current Market Price of a Class A Share, (b) the Floor Price, and (c) the quota value (*kvotvärde*) of a Class A Share (being SEK 10.45 on the Issue Date). If the Class A Shares are not then admitted to trading on a Relevant Stock Exchange, the Conversion Price will be the higher of the Floor Price and the quota value (*kvotvärde*) of a Class A Share.

The Floor Price will be adjusted upon the occurrence of certain corporate actions, as further specified in the Terms and Condition. However, other than as specifically prescribed for in the Terms and Conditions, there is no requirement that there should be an adjustment of the Floor Price for any other corporate actions or events that

may affect the market price of the Conversion Shares. Accordingly, the occurrence of corporate actions or events in respect of which no adjustment to the Floor Price is made may adversely affect the value of the Notes.

Noteholders may lose a right to dividends, distributions, voting or other rights emanating from the Conversion Shares in the event of liquidation (likvidation) or bankruptcy (konkurs) proceedings of the Issuer prior to the registration of such Conversion Shares with the Share Registrar or the SCRO

In the event that liquidation (*likvidation*) or bankruptcy (*konkurs*) proceedings have been initiated against the Issuer after the Conversion Date but before the Conversion Shares have been registered with the Share Registrar or the SCRO, the Conversion Shares may not be registered at all or may only be registered if the liquidator or the administrator in the bankruptcy (*konkurs*) (if and when appointed) so agrees. The Conversion Shares will carry a right to dividends, distributions, voting and other rights having a record date that occurs on or after the Registration Date. If the Conversion Shares are not registered with the Share Registrar or the SCRO, the Noteholders will not have the benefit of any dividends, distributions, voting or other rights in relation to the share capital of the Issuer emanating from the Conversion Shares which are contingent upon such registration.

The Notes have no maturity and the Notes may only be redeemed at the option of the Issuer, subject to the prior consent of the SFSA

The Notes are perpetual securities and have no fixed date for redemption and the Issuer is under no obligation to redeem the Notes at any time. Furthermore, Noteholders have no right to call for the redemption of the Notes and the only circumstances in which Noteholders may claim payment in respect of the Notes is in the bankruptcy (*konkurs*) or liquidation (*likvidation*) of the Issuer.

Subject to the prior approval of the SFSA and Applicable Capital Regulations then in force, the Issuer may redeem all (but not some only) of the outstanding Notes on any Business Day falling after the First Call Date (i.e. the date falling five years after the Issue Date). However, Noteholders should not invest in the Notes with the expectation that such a call will be exercised by the Issuer and if the Issuer does decide to exercise such a call option, the Issuer must still obtain the prior permission of the SFSA. Under the CRR, the SFSA will give its consent to a redemption of the Notes in such circumstances provided that either of the following conditions is met:

- (a) on or before such redemption of the Notes, the Issuer replaces the Notes with instruments qualifying as Tier 1 Capital of an equal or higher quality on terms that are sustainable for the income capacity of the Issuer; or
- (b) the Issuer has demonstrated to the satisfaction of the SFSA that its Tier 1 Capital, Tier 2 capital and eligible liabilities would, following such redemption, exceed the capital requirements under CRD V and the BRRD by a margin that the SFSA may consider necessary on the basis set out in CRD V and the BRRD.

There is a risk that the Issuer will not exercise such a call (due to not finding it favourable) or that the SFSA will not permit such a call should the Issuer want. The Noteholders may therefore be required to bear the financial risk of an investment in the Notes for an indefinite period of time and there can be no assurance that the Issuer will or may exercise the call option.

The Notes are also redeemable on or after the Issue Date, at the option of the Issuer, in whole but not in part, at their outstanding principal amount, subject to the prior approval of the SFSA and Applicable Banking Regulations then in force, if there is a Capital Event or a Tax Event (and if not substituted or varied instead of redemption pursuant to the Terms and Conditions).

The CRR further provides that the SFSA may, among other exceptions, approve any such redemption of the Notes upon the occurrence of a Capital Event or a Tax Event before the First Call Date if, in addition to meeting the conditions referred to in one of either paragraphs (a) or (b) above, the following conditions are also met:

- (i) in the case of any such redemption upon the occurrence of a Capital Event, the SFSA considers the relevant change to be sufficiently certain and the Issuer demonstrates to the satisfaction of the SFSA that such change was not reasonably foreseeable at the Issue Date; or
- (ii) in the case of any such redemption upon the occurrence of a Tax Event, the Issuer demonstrates to the satisfaction of the SFSA that such Tax Event is material and was not reasonably foreseeable at the issue Date.

The conditions specified in item (i) and (ii) above in relation to any redemption of the Notes upon the occurrence of a Capital Event or a Tax Event only apply to any such redemption of the Notes before the First Call Date and

the Issuer may exercise its option to redeem the Notes in such circumstances on or at any time after the First Call Date (including as a result of a Capital Event or a Tax Event that occurred before the First Call Date) without complying with these conditions. However, it will still need to comply with the conditions referred to in one of either paragraphs (a) or (b) above.

It is not possible to predict whether or not any change in the laws or regulations of Sweden or the application or official interpretation thereof, or any of the other events referred to above, will occur and so lead to the circumstances in which the Issuer is able to elect to redeem the Notes, and if so whether or not the Issuer will elect to exercise such option to redeem the Notes. Any decision by the Issuer to exercise any option to redeem the Notes will involve consideration at the relevant time of, among other things, the economic impact of such redemption, the capital requirements of the Issuer and/or the Group, prevailing market conditions and regulatory developments. It will also require the approval of the SFSA.

There can also be no assurances that, in the event of any such early redemption, Noteholders will be able to reinvest the proceeds at a rate that is equal to the return on the Notes. In the case of any early redemption of the Notes at the option of the Issuer on or at any time after the First Call Date, the Issuer may be expected to exercise this option when its funding costs are lower than the rate at which interest is then payable in respect of the Notes. In these circumstances, the rate at which Noteholders are able to reinvest the proceeds of such redemption is unlikely to be as high as, and may be significantly lower than, that rate of interest.

In addition, the redemption feature of the Notes is likely to limit their market value. During any period when the Issuer has the right to elect to redeem the Notes (or where there is an actual or perceived increase in the likelihood that the Issuer has such right), the market value of the Notes is unlikely to rise substantially above the price at which they can be redeemed. This may also be true prior to such period.

Noteholders only have a limited ability to realise their investment in the Notes

The Issuer has the option to redeem the Notes in certain circumstances but the ability of the Issuer to redeem or purchase the Notes is subject to the Issuer satisfying certain conditions. See “*The Notes have no maturity and the Notes may only be redeemed at the option of the Issuer, subject to the prior consent of the SFSA*” above. There can be no assurance that Noteholders will be able to reinvest the amount received upon any such redemption and at a rate that will provide the same rate of return as their investment in the Notes.

Therefore, Noteholders have no ability to realise their investment, except if the Issuer exercises its rights to redeem or purchase the Notes in accordance with the Terms and Conditions; or through the sale of their Notes, which sale will be subject to the existence of a secondary market for the Notes at the relevant time. Notes may have no established trading market when issued, and one may never develop. Even if a market for the Notes does develop, it may not be very liquid and may be sensitive to changes in financial markets. 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 should the Issuer be in financial distress, which may result in any sale of the Notes having to be at a substantial discount to their principal amount.

Noteholders will have to submit a Delivery Notice in order to receive delivery of the Conversion Shares and they (or their nominee, custodian or other representative) will have to have an account with Euroclear Sweden in order to receive the Conversion Shares. Delivery of Conversion Shares to a Noteholder and/or payment of the cash proceeds of the Settlement Shares Offer (after deduction of the Settlement Shares Offer Expenses) will be further delayed by the Settlement Shares Offer.

In order to obtain delivery of the Conversion Shares, a Noteholder must deliver a Delivery Notice to the Agent and deliver the relevant Notes to the Settlement Shares Depository in accordance with the standard procedures of Euroclear Sweden. The Delivery Notice must contain certain information, including the Noteholder’s Euroclear Sweden account details. Accordingly, Noteholders (or their nominee, custodian or other representative) will have to have an account with Euroclear Sweden in order to receive the Conversion Shares. In the case of any Noteholder which fails to deliver a duly completed Delivery Notice to the Agent, and/or the relevant Notes held by it, the relevant Conversion Shares shall, subject to the Settlement Shares Offer, continue to be held by the Settlement Shares Depository on behalf of such Noteholder until such Noteholder delivers a duly completed Delivery Notice to the Agent and its relevant Notes, as provided in the Terms and Conditions or the sale of such Conversion Shares by a Selling Agent also as provided in the Terms and Conditions. Neither the Issuer nor the Settlement Shares Depository shall have any liability to any Noteholder for any loss resulting from such Noteholder not receiving any Conversion Shares (or cash proceeds) or from any delay in the receipt thereof, in each case as a result of such Noteholder failing to submit a valid Delivery Notice on a timely basis or at all.

Prior to any delivery of Conversion Shares to a Noteholder there will first be a Settlement Shares Offer, which may not be completed for a period of up to 40 Business Days from the Business Day immediately following the Conversion Date, resulting in further delays in the delivery of Conversion Shares to a Noteholder or payment of the cash proceeds of such Settlement Shares Offer to which that Noteholder is entitled, after deduction of the Settlement Shares Offer Expenses. The Settlement Shares Offer may also result in a Noteholder receiving, wholly or partly in place of such Conversion Shares payment of such cash proceeds.

Receipt by the Settlement Shares Depository of the Conversion Shares shall irrevocably discharge and satisfy the Issuer's obligations in respect of the Notes.

The Issuer will deliver the Interim Conversion Shares to the Settlement Shares Depository on the Interim Conversion Settlement Date and, following registration with the SCRO, deliver the Conversion Shares to the Settlement Shares Depository or the relevant holder, as the case may be, as soon as practicable following the Registration Date. Receipt of the Conversion Shares by the Settlement Shares Depository and registration of the Conversion Shares with the SCRO shall discharge the Issuer's obligations in respect of the Notes. With effect on and from the delivery of any such Conversion Shares to the Settlement Shares Depository and their registration with the SCRO, a Noteholder shall have recourse only to the Settlement Shares Depository for the delivery of the relevant Conversion Shares to be delivered in respect of its Note(s) or, under certain circumstances described in the Terms and Conditions, any cash amounts to which that Noteholder is entitled under the Terms and Conditions, as the case may be.

In addition, the Issuer has not yet appointed a Settlement Shares Depository and the Issuer may not be able to appoint a Settlement Shares Depository if an Automatic Trigger Conversion occurs. In such a scenario, the Issuer would inform Noteholders of any alternative arrangements (as considered reasonable by the Issuer) in connection with the issuance and/or delivery of the Conversion Shares, and such arrangements may be disadvantageous to, and more restrictive on, the Noteholders. For example, such arrangements may involve Noteholders having to wait longer to receive their Conversion Shares than would be the case under the arrangements expected to be entered into with a Settlement Shares Depository. An issue of the Conversion Shares by the Issuer to the relevant recipient in accordance with these alternative arrangements shall constitute a complete and irrevocable release of all of the Issuer's obligations in respect of the Notes.

Noteholders may be obliged to make a takeover bid upon the occurrence of the Trigger Event if they take delivery of Conversion Shares.

Upon the occurrence of the Trigger Event, a Noteholder receiving Conversion Shares may have to make a takeover bid addressed to all the shareholders of the Issuer pursuant to the Swedish Stock Market (Takeover Bids) Act (*lag (2006:451) om offentliga uppköpserbjudanden på aktiemarknaden*) (as amended or replaced from time to time) implementing Directive 2004/25/EC of the European Parliament and of the Council if its aggregate holding of voting rights in the Issuer (or its voting rights aggregated with those of its related parties) represents at least 30 per cent. of all the voting rights in the Issuer.

Noteholders who receive Conversion Shares upon the occurrence of a Trigger Event may be subject to disclosure obligations and/or may need approval by the Issuer's regulators and other authorities.

As the Notes are convertible into Conversion Shares in certain circumstances, an investment in the Notes may result in a Noteholder, upon conversion of its Notes into Conversion Shares, having to comply with certain notification, disclosure and/or approval requirements pursuant to the Swedish Foreign Direct Investment Screening Act (*lag (2023:560) om granskning av utländska direktinvesteringar*), the Swedish Banking and Financing Business Act (*lag (2004:297) om bank- och finansieringsrörelse*) and the Swedish Financial Instruments Trading Act (*lag (1991:980) om handel med finansiella instrument*) (each as amended or replaced from time to time) and other laws and regulations. Non-compliance with such notification, disclosure and/or approval requirements may lead to the allocation of Conversion Shares to the Noteholder to be declared null or void, the incurrance by the Noteholder of substantial fines and/or suspension of voting rights associated with the Conversion Shares and/or a refusal on the part of the SFSA to provide the relevant approval in respect of the acquisition of the Class A Shares by the Noteholder.

Noteholders who receive Conversion Shares may be subject to compulsory acquisition proceedings in relation to their Conversion Shares.

Pursuant to the Swedish Companies Act (*aktiebolagslagen (2005:551)*), a shareholder that directly or indirectly holds more than 90 per cent. of the shares of the Issuer is entitled to acquire the other shareholders' shares and each minority shareholder is entitled to require such majority shareholder to acquire its shares. A majority shareholder that exercises such right to acquire the outstanding shares in the Issuer is also entitled to acquire any

convertibles (including the Notes) or warrants issued by the Issuer. Each holder of such convertibles or warrants (including the Noteholders) is entitled to require the majority shareholder to acquire its convertibles (including the Notes) or warrants notwithstanding that the majority shareholder does not exercise its right to acquire the outstanding shares. If an agreement on the purchase price cannot be reached between the parties, the purchase price shall be determined through arbitration and generally be the price which could be expected in a sale under normal circumstances. A shareholder or a holder of a convertible or a warrant who does not participate in the arbitration will be represented by a trustee appointed by the SCRO.

The Notes will be repaid if the Issuer fails to register the resolution to issue the Notes with the SCRO within the prescribed timeframe

The issue of the Notes must comply with certain procedural requirements laid down in the Swedish Companies Act (*aktiebolagslagen (2005:551)*). Under such Act, the Issuer must register with the SCRO its resolution to issue the Notes within six months of such resolution being made. If the Issuer fails to comply with this registration requirement or if the resolution for any other reason is not registered, the resolution to issue the Notes will cease to be valid and the Issuer will be obliged under the Swedish Companies Act to repay any sums paid for subscribed Notes, together with interest according to the Swedish Interest Act (*räntelag (1975:635)*). In addition, potential investors should note that it is unclear how such repayment would be practically operated.

An investor generally may not be able to reinvest the repaid sums at an effective interest rate as high as the interest rate on the Notes being repaid and may only be able to do so at a significantly lower interest rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

There is a risk that the Notes may not be admitted to trading within the intended time frame or at all

Subject to the Terms and Conditions, the Issuer shall use reasonable efforts to ensure that the Notes are admitted to trading on Nasdaq Stockholm within thirty (30) days from the Issue Date or, if such admission to trading is not possible to obtain, admitted to trading on another Regulated Market. There is, however, a risk that the Notes will not be approved for trading within the aforementioned time frame, or at all, or following a successful admission is unable to maintain the listing of the Notes. A failure to obtain or maintain such listing risks having a negative impact on the market value of the Notes. Moreover, if the Issuer fails to procure admission to trading in time, investors holding Notes on an investment savings account (*ISK or IS-konto*) will no longer be able to hold the Notes on such account, thus affecting such investor's tax situation. Further, if the Issuer were to fail admitting the Notes to trading or maintain an admission to trading of the Notes, Noteholders have no right to accelerate the Notes or otherwise request a prepayment or redemption of the Notes.

Notes are not aggregated for the purposes of determining the number of Conversion Shares to be issued in respect of a Noteholder's holding in the Notes

If one or more Delivery Notices and relevant Notes are delivered by a Noteholder to the Settlement Shares Depositary (as provided in the Terms and Conditions) such that any Conversion Shares to be issued and delivered to such Noteholder following an Automatic Trigger Conversion are to be registered in the same name, the number of Conversion Shares to be issued and delivered in respect thereof shall be calculated on the basis of individual Notes and not on the basis of the aggregate principal amount of such Notes to be converted.

The number of Conversion Shares to be issued in respect of each Note shall be determined in accordance with the calculation in the Terms and Conditions and such calculation shall be rounded down, if necessary, to the nearest whole number of Conversion Shares. Fractions of Conversion Shares will not be issued following an Automatic Trigger Conversion and no cash payment will be made in lieu thereof. There is therefore a risk that a Noteholder submitting more than one Delivery Notice may receive fewer Conversion Shares than it would otherwise have received had its holding in the Notes been aggregated (where the aggregate principal amount of a Noteholder's Notes would have qualified such Noteholder for additional Conversion Shares when calculated in accordance with the Terms and Conditions).

Substitution and variation of the Notes without Holder consent

Subject to the prior approval of the SFSA and Applicable Banking Regulation, if a Tax Event or a Capital Event occurs, the Issuer may, instead of redeeming the Notes, and without the consent or approval of the Noteholders, on any Interest Payment Date either substitute the Notes or vary their terms accordingly, provided that they become or remain, as applicable, Qualifying Additional Tier 1 Securities. Qualifying Additional Tier 1 Securities are, among other things, notes that have terms not materially less favourable to a Noteholder (unless any such less favourable terms are solely attributable to ensuring the effectiveness and enforceability of Clause 2.4 or Clause 10 of the Terms and Conditions), as reasonably determined by the Issuer, than the terms of the Notes.

There are no events of default

In accordance with CRD V, Noteholders have no ability to require the Issuer to redeem their Notes. The terms of the Notes do not, therefore, provide for any events of default. The Issuer is entitled to cancel the payment of any interest payments in whole or in part at any time and as further contemplated in the Terms and Condition (see “*Interest payments on the Notes may be cancelled by the Issuer*” above) and such cancellation will not constitute any event of default or similar event or entitle Noteholders to take any related action against the Issuer.

Notwithstanding the Notes are perpetual securities and have no fixed date for redemption, Noteholders may prove or claim payment under the laws of Sweden and as further provided in the Terms and Conditions in the bankruptcy (*konkurs*) or liquidation (*likvidation*) of the Issuer in respect of the then outstanding principal amount of the Notes together with any accrued and unpaid interest on the Notes that has not been cancelled, subject to the subordination of the Notes in accordance with the Terms and Conditions. However, these are the only circumstances in which any such claim for payment may be made by Noteholders.

If the Issuer were to exercise its right to redeem or purchase the Notes in accordance with the Terms and Conditions but fail to make payment of the relevant outstanding principal amount to redeem the Notes when due, such failure would not constitute an event of default but may entitle Noteholders to bring a claim for breach of contract against the Issuer, which, if successful, could result in damages. Following any such failure to pay amounts in respect of the Notes when due, Noteholders may also institute proceedings with a view to having the Issuer declared bankrupt (*konkurs*) and to prove or claim in the bankruptcy (*konkurs*) of the Issuer but may only otherwise claim payment in respect of the Notes in the bankruptcy (*konkurs*) or liquidation (*likvidation*) of the Issuer.

The terms of the Notes contain a waiver of set-off rights

Noteholders may at no time exercise or claim any Set-Off Rights against any right, claim or liability of the Issuer or that the Issuer may have or acquire against such Noteholder, directly or indirectly and howsoever arising (and including all such rights, claims and liabilities arising under or in relation to any and all agreements or other instruments of any kind or any non-contractual obligation, whether or not relating to that Note).

The Terms and Conditions provide that each Noteholder shall be deemed to have waived all Set-Off Rights to the fullest extent permitted by applicable law in relation to all such actual and potential rights, claims and liabilities. As a result, Noteholders will not at any time be entitled to set-off the Issuer’s obligations under the Notes against obligations owed by them to the Issuer.

There is no restriction on the amount or type of further securities or indebtedness which the Issuer (or any other Group Company) may issue or incur

There are no restrictions on the amount or type of further securities or indebtedness the Issuer may issue or incur which ranks senior to, or *pari passu* with, the Notes. There is a risk that the issuance of any such further securities or the incurrence of any such further indebtedness reduces the amount recoverable by Noteholders in the event of the voluntary or involuntary liquidation or bankruptcy of the Issuer in respect of the Notes, limits the ability of the Issuer to meet its obligations in respect of the Notes, and result in a Noteholder losing all or some of its investment in the Notes. The degree to which other debt that ranks senior to, or *pari passu* with, the Notes may be issued, and the degree to which any other asset pledged may affect the Noteholders is uncertain and presents a significant risk to the amount recoverable by Noteholders.

Risks relating to European Benchmarks Regulation

In order to ensure the reliability of reference rates (such as STIBOR), legislative action at EU level has been taken. Hence, the so-called Benchmarks Regulation (Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014) was adopted and entered into force on 1 January 2018. The Benchmarks Regulation regulates the provision of a benchmark, contribution of input data for the purpose of determining a benchmark and the operation of benchmarks within the EU. There are future risks that the benchmark regulation affects how certain reference rates are determined and how they are developed. This in conjunction with increased administrative requirements is likely to lead to a reduced number of entities involved in the determination of reference rates, which, in such case, would lead to a certain reference interest ceasing to be published.

The Terms and Conditions provide that the interest rate benchmark STIBOR, which applies for the Notes, can be replaced as set out therein, upon the occurrence of a Base Rate Event which includes if STIBOR ceases to be calculated or administered. Such replacement shall be made in good faith and in a commercially reasonable manner and is always subject to the Applicable Capital Regulations and the prior written consent of the SFSA. However,

there is a risk that such replacement is not made in an effective manner and consequently, if STIBOR ceases to be calculated or administered, an investor in the Notes would be adversely affected. The degree to which amendments to and application of the European Benchmarks Regulation may affect the Noteholders is uncertain and presents a significant risk to the return on the Noteholder's investment.

OVERVIEW OF THE NOTES

- Issuer:** Skandinaviska Enskilda Banken AB (publ), a banking company (*bankaktiebolag*) incorporated under the laws of Sweden on 29th December, 1971. SEB's registration number is 502032-9081 and the Legal Entity Identifier (LEI) of SEB is F3JS33DEI6XQ4ZBPTN86.
- SEB has its principal office at Kungsträdgårdsgatan 8 Stockholm.
- The Notes:** The Issuer has issued 2,500 Notes and the nominal amount of each Note is SEK 2,000,000. The Total Nominal Amount of the Notes as at the Issue Date is SEK 5,000,000,000. The Notes are denominated in Swedish kronor.
- ISIN code:** SE0022448635
- Form of the Notes:** The Notes are issued in dematerialised book-entry form and registered on a Securities Account (*värdepapperskonto*) on behalf of each Noteholder. Hence, no physical notes or certificates in respect of the Notes have been issued. The Notes are registered in accordance with the Financial Instruments Accounts Act (*lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) and registration requests relating to the Notes shall be directed to an Account Operator. Clearing and settlement relating to the Notes, as well as payment of Interest and redemption of principal amounts, will be performed within the CSD's account-based system.
- Status of the Notes:** The Notes will constitute unsecured, subordinated obligations of the Issuer in respect of which, upon the occurrence of a Trigger Event, the rights and claims of each Holder under the Notes will automatically convert into Class A Shares, as provided in Chapter 15 of the Swedish Companies Act and the Terms and Conditions. In the event of the voluntary or involuntary liquidation (*likvidation*) or the bankruptcy (*konkurs*) of the Issuer:
- (a) prior to the occurrence of a Trigger Event, the rights of the Noteholders to payments in respect of, or arising from (including any damages awarded for breach of any obligations under) the Notes shall rank:
 - (i) junior to any present or future claims of (A) depositors of the Issuer, (B) other unsubordinated creditors of the Issuer, (C) any non-preferred creditors falling within the scope of the first paragraph of Section 18 of the Swedish Rights of Priority Act (*förmånsrättslag (1970:979)*), and (D) except as expressed in (iii) below, claims of any other subordinated creditors of the Issuer;
 - (ii) *pari passu* without any preference among themselves;
 - (iii) at least *pari passu* with claims of holders of any other outstanding Additional Tier 1 Instruments and claims of any other subordinated creditors the claims of which rank, or are expressed to rank, *pari passu* with the Notes; and
 - (iv) in priority to payments to holders of all classes of share capital of the Issuer in their capacity as such holders; and
 - (b) on and after the occurrence of a Trigger Event and prior to the Registration Date, the rights and claims of each Noteholder shall be limited to such amount, if any, as would have been payable to that Noteholder in such liquidation (*likvidation*) or bankruptcy (*konkurs*)

of the Issuer if the Registration Date had occurred immediately before such liquidation (*likvidation*) or bankruptcy (*konkurs*),

subject, in all cases, to mandatory provisions of Swedish law.

Issue Date and tenor:	The Notes were Issued on 3 September 2024. The Notes are perpetual and have no fixed date for redemption. The Issuer may only redeem the Notes in circumstances described in Clause 11 (<i>Redemption and repurchase of the Notes</i>) of the Terms and Conditions. The Notes are not redeemable at the option of the Noteholders at any time.
Redemption at the option of the Issuer:	<p>Subject to permission from the SFSA in accordance with the Terms and Conditions, the Issuer may redeem all (but not some only) outstanding Notes on any Business Day falling on or at any time after 3 September 2029 (the “First Call Date”).</p> <p>The Issuer can exercise its option by giving not more than 30 Business Days and not less than ten (10) Business Days’ notice to the Noteholders and the Agent in accordance with the Terms and Conditions.</p>
Redemption, substitution or variation upon the occurrence of a Capital Event or Tax Event:	<p>If a Capital Event or Tax Event occurs, and subject to permission from the SFSA in accordance with the Terms and Conditions, the Issuer may, at its option, at any time redeem, substitute or vary the terms of all (but not some only) outstanding Notes.</p> <p>The Issuer can exercise its option by giving not more than 30 Business Days and not less than ten (10) Business Days’ notice to the Noteholders and the Agent in accordance with the Terms and Conditions.</p>
Purchase of Notes by the Issuer and related companies:	Subject to applicable regulations and permission from the SFSA in accordance with the Terms and Conditions, the Issuer or other company forming part of the SEB Group, may at any time and at any price purchase Notes on the market or in any other way and at any price. Notes held by the Issuer will be cancelled and Notes held by any other company forming part of the SEB Group may at its discretion be retained or sold.
Interest:	<p>Each Note carries Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the Issue Date up to (and including) the relevant Redemption Date or the Conversion Date.</p> <p>Interest accrues during an Interest Period. Subject to any cancellation of Interest in accordance with the Terms and Conditions, payment of Interest in respect of the Notes shall be made to the Noteholders on each Interest Payment Date for the preceding Interest Period.</p>
Interest Rate:	The Interest Rate applicable to the Notes is calculated on a floating rate 3-month STIBOR plus 2.80 per cent. <i>per annum</i> . For the avoidance of doubt, if any such total rate is below zero then the Interest Rate will be deemed to be zero.
Interest Payment Dates:	3 March, 3 June, 3 September and 3 December of each year or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention.
Interest cancellation	<p>Any payment of Interest in respect of the Notes shall be payable out of the Issuer’s Distributable Items and:</p> <p>(a) may be cancelled, at any time, in whole or in part, at the option of the Issuer in its sole discretion and notwithstanding that it has Distributable Items or that it may make any distributions pursuant to the Applicable Capital Regulations; or</p>

- (b) will be mandatorily cancelled if and to the extent so required by the Applicable Capital Regulations, including the applicable criteria for Additional Tier 1 Capital instruments; and
- (c) no payment of Interest will be made in respect of the Notes if and to the extent that such payment would cause the Maximum Distributable Amount (if any) then applicable to the Issuer and/or the SEB Group to be exceeded.

The Issuer shall give notice to the Noteholders in accordance with the Terms and Conditions of any such cancellation of a payment of Interest. Such notice might be given after the date on which the relevant payment of Interest is scheduled to be made. However, failure to give such notice shall not prejudice the right of the Issuer not to pay Interest as described above.

Trigger Event:

A Trigger Event occurs if, at any time, the CET1 Ratio of:

- (a) the Issuer, as calculated in accordance with the Applicable Capital Regulations, is less than 5.125 per cent.; or
- (b) the SEB Group, as calculated in accordance with the Applicable Capital Regulations, is less than 8.00 per cent.,

in each case as determined by the Issuer and/or the SFSA (or any agent appointed by the SFSA for the purpose of making such determination).

Loss absorption and Automatic Conversion upon a Trigger Event:

If a Trigger Event occurs at any time on or after the Issue Date, then the Notes will be converted automatically (and without any requirement for the consent or approval of Noteholders) into Class A Shares (the “**Conversion Shares**”) at the Conversion Price (such conversion, an “**Automatic Trigger Conversion**”) on the date of such Trigger Event (such date, the “**Conversion Date**”).

Upon the occurrence of an Automatic Trigger Conversion, the Issuer shall give notice of such Automatic Trigger Conversion to Noteholders and to the Agent, as further described in the Terms and Conditions.

The Notes are not at any time convertible into Conversion Shares at the option of the Noteholders or the Issuer and no amount in respect of the Notes is redeemable in cash as a result of an Automatic Trigger Conversion.

Effect of Automatic Trigger Conversion:

From and including the Conversion Date:

- (a) the principal amount of the Notes will be permanently reduced to zero and, accordingly, shall equal zero at all times thereafter;
- (b) any accrued and unpaid interest in respect of the Notes shall be cancelled automatically and no further interest shall accrue or be due and payable on the Notes at any time thereafter;
- (c) Noteholders will have no rights or claim against the Issuer with respect to the payment of any principal, interest or other amount on or in respect of the Notes (except as provided in Clause 3.1(b) of the Terms and Conditions); and

subject to the Terms and Conditions, the Issuer’s only remaining obligation under the Notes shall be an obligation to deliver Class A Shares to the Settlement Shares Depository on behalf of the Noteholders on the Interim Conversion Settlement Date and the Registration Date in accordance with this Clause 10.1 of the Terms and Conditions.

Conversion Price:

If the Class A Shares are:

- (a) then admitted to trading on a Relevant Stock Exchange, the higher of:
 - (i) the Current Market Price of a Class A Share;

- (ii) the Floor Price (i.e. SEK 84); and
- (iii) the quota value (*kvotvärde*) of a Class A Share (being SEK 10.45 on the Issue Date)

in each case on the Conversion Date; or

- (b) not then admitted to trading on a Relevant Stock Exchange, the higher of items (ii) and (iii) above.

Delivery of Conversion Shares to the Settlement Shares Depository:

Subject to the Terms and Conditions, the obligation of the Issuer to issue and deliver Conversion Shares to a Noteholder shall be satisfied by the delivery of the Interim Conversion Shares in respect of the Note(s) of such Noteholder to the Settlement Shares Depository on the Interim Conversion Settlement Date and, following registration with the SCRO, the final delivery of such Conversion Shares to the Settlement Shares Depository or the relevant holder, as the case may be, as soon as practicable following the Registration Date.

Prior to any delivery of Conversion Shares to a Noteholder there will first be a Settlement Shares Offer, which will delay the delivery of Conversion Shares to a Noteholder and may result in a Noteholder receiving, wholly or partly in place of such Conversion Shares, payment of the cash proceeds of such Settlement Shares Offer to which that Noteholder is entitled, after deduction of the Settlement Shares Offer Expenses, as further described in the Terms and Conditions.

Admission to trading of the Notes

The Issuer shall use reasonable efforts to ensure that the Notes are admitted to trading on Nasdaq Stockholm within thirty (30) days from the Issue Date or, if such admission is not possible to obtain, admitted to trading on another Regulated Market.

The Issuer shall, following the admission to trading, use reasonable efforts to maintain the admission to trading as long as any Notes are outstanding, however not longer than up to and including the last day of which the admission to trading can reasonably, pursuant to the applicable regulations of the Regulated Market and the CSD Regulations, subsist.

It is estimated that the Issuer's costs in conjunction with the admission to trading will be no higher than SEK 150,000.

Decisions by Noteholders

The Terms and Conditions include certain provisions regarding a Noteholders' Meeting or a Written Procedure, which may be held or conducted in order to resolve on matters relating to Noteholders' interests.

A matter decided at a duly convened and held Noteholders' Meeting or by way of Written Procedure is binding on all Noteholders, irrespective of them being present or represented at the Noteholders' Meeting or responding in the Written Procedure. The Noteholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause the Issuer or the other Noteholders.

Information about decisions taken at a Noteholders' Meeting or by way of a Written Procedure shall promptly be published on the websites of the Issuer and the Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Noteholders' Meeting or Written Procedure shall at the request of a Noteholder be sent to it by the Issuer or the Agent, as applicable.

Noteholder representation:

Under the Terms and Conditions, the Agent represents each Noteholder in all matters relating to the Notes. The Terms and Conditions contain provisions to the effect that a Noteholder is prohibited from taking actions on its own against the Issuer. To enable the Agent to represent the Noteholders in court, the Noteholders can submit a written power of attorney for legal proceedings. The

failure of all Noteholders to submit such a power of attorney is likely to negatively impact the enforcement options available to the Agent on behalf of the Noteholders. Further, under the Terms and Conditions the Agent is entitled in some cases to make decisions and take measures that bind all relevant Noteholders without first obtaining the prior consent of the Noteholders.

No direct actions by Noteholders:

Subject to certain exemptions set out in the Terms and Conditions, a Noteholder may not take any steps whatsoever against the Issuer to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation or bankruptcy in any jurisdiction of the Issuer in relation to any of the obligations and liabilities of the Issuer under the Finance Documents.

No right for the Noteholders or the Agent to accelerate the Notes:

The Notes are intended to constitute Additional Tier 1 Capital of the Issuer. As such, the Terms and Conditions do not include any obligations or undertakings on the Issuer the breach of which would entitle the Noteholders or the Agent to accelerate the Notes.

Bankruptcy or liquidation:

If, and, notwithstanding anything to the contrary in these Terms and Conditions, only if, the Issuer is declared bankrupt or put into liquidation, a Noteholder may prove or claim in such bankruptcy or liquidation for payment of the Nominal Amount of Notes held by such Noteholder, together with Interest accrued to (but excluding) the date of commencement of the relevant bankruptcy or liquidation proceedings to the extent the Interest has not been cancelled by the Issuer.

No other remedy against the Issuer than as set out in the immediately preceding paragraph shall be available to the Noteholders in respect of the Notes, whether for the recovery of amounts owing in respect of the Notes or in respect of any breach by the Issuer of any of its obligations or undertakings with respect to the Notes.

European Benchmark Regulation:

Interest payable under the Notes is calculated by reference to the benchmark STIBOR (as defined in the Terms and Conditions). This benchmark is provided by the Swedish Financial Benchmark Facility AB. At the date of this Prospectus, the Swedish Financial Benchmark Facility AB is included in the register of administrators and benchmarks maintained by ESMA pursuant to Article 36 of Regulation (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the “**Benchmark Regulation**”).

The Terms and Conditions provide that the interest rate benchmark STIBOR can be replaced as set out therein, upon the occurrence of a Base Rate Event which includes if STIBOR ceases to exist or ceases to be calculated or administered.

Selling Restrictions:

The distribution of this Prospectus and the sale of Notes may be restricted by law in certain countries. Therefore, holders of this Prospectus and/or of Notes must inform themselves about any restrictions and comply with such restrictions.

Use of proceeds:

The Issuer shall use the proceeds from the issue of the Notes for general corporate purposes of the Issuer and the SEB Group.

Time-bar:

The right to receive repayment of the principal of the Notes shall be time-barred and become void ten (10) years from the Redemption Date and the right to receive payment of interest (excluding any capitalised interest) shall be time-barred and become void three (3) years from the relevant due date for payment. The Issuer is entitled to any funds set aside for payments in respect of which

the Noteholders' right to receive payment has been time-barred and has become void.

Governing law and jurisdiction:

The Terms and Conditions of the Notes, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden.

The Issuer submits to the non-exclusive jurisdiction of the District Court of Stockholm (*Stockholms tingsrätt*).

Credit rating:

The Notes are assigned the credit rating Baa3 from Moody's Investors Service (Nordics) AB ("**Moody's**") and the credit rating BBB+ from Fitch Ratings Ireland Limited ("**Fitch**"). Moody's and Fitch are established in the European Union and are registered under Regulation (EC) No.1060/2009 (as amended) (the "**CRA Regulation**"). A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning credit rating agency. Credit ratings are a way of evaluating credit risk. For more information regarding the credit rating, visit www.moodys.com or <https://www.fitchratings.com/>.

The following table sets out the possible long-term ratings assigned by Moody's.

Global long-term rating

Aaa	Baa	Caa
Aa	Ba	Ca
A	B	C

Each generic rating classification from Aa through Caa is appended with a numerical modifier 1, 2 or 3, indicating the ranking within its generic rating category.

European (including the UK) regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU or the UK and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to certain transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by non-EU and non-UK credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered or UK-registered credit rating agency or the relevant non-EU and non-UK 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, subject to certain transitional provisions that apply in certain circumstances). If the status of the rating agency rating the Notes changes, European (including the UK) regulated investors may no longer be able to use the rating for regulatory purposes and the Notes may have a different regulatory treatment. This may result in European (including the UK) regulated investors selling the Notes which may impact the value of the Notes and any secondary market. The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

The CSD	<p>Euroclear Sweden AB, Swedish Reg. No. 556112-8074, P.O. Box 191, SE-101 23 Stockholm, Sweden, is initially acting as central securities depository (CSD) and registrar in respect of the Notes.</p> <p>The Issuer and the Agent shall at all times be entitled to obtain information from the Debt Register. For the purpose of carrying out any administrative procedure that arises out of the Finance Documents, the Issuing Agent shall be entitled to obtain information from the Debt Register.</p>
The Agent	<p>Nordic Trustee & Agency AB (publ), Swedish Reg. No. 556882-1879 has been appointed as Agent on behalf of the relevant Noteholders in accordance with the Terms and Conditions.</p>
The Issuing Agent	<p>The Issuer has appointed Skandinaviska Enskilda Banken AB (publ) as Issuing Agent.</p>
The Joint Bookrunners	<p>The Issuer has appointed Danske Bank A/S, Danmark, Sverige Filial, DNB Bank ASA, Nordea Bank Abp, Skandinaviska Enskilda Banken AB (publ) and Swedbank AB (publ) as Joint Bookrunners.</p>

TERMS AND CONDITIONS OF THE NOTES



**TERMS AND CONDITIONS FOR
SKANDINAVISKA ENSKILDA BANKEN AB (PUBL)
SEK 5,000,000,000
FLOATING RATE ADDITIONAL TIER 1 CONVERTIBLE
NOTES**

ISIN: SE0022448635

Issue Date: 3 September 2024

SELLING RESTRICTION

No action is being taken that would or is intended to permit a public offering of the Notes or the possession, circulation or distribution of this document or any other material relating to the Issuer or the Notes in any jurisdiction other than Sweden, where action for that purpose is required. Persons into whose possession this document comes are required by the Issuer to inform themselves about, and to observe, any applicable restrictions.

PRIVACY NOTICE

The Issuer, the Agent and the Issuing Agent may collect and process personal data relating to the Noteholders, the Noteholders' representatives or agents, and other persons nominated to act on behalf of the Noteholders pursuant to the Finance Documents (name, contact details and, when relevant, holding of Notes). The personal data relating to the Noteholders is primarily collected from the registry kept by the CSD. The personal data relating to other persons is primarily collected directly from such persons.

The personal data collected will be processed by the Issuer, the Agent and the Issuing Agent for the following purposes:

- (c) to exercise their respective rights and fulfil their respective obligations under the Finance Documents;
- (d) to manage the administration of the Notes and payments under the Notes;
- (e) to enable the Noteholders' to exercise their rights under the Finance Documents; and
- (f) to comply with their obligations under applicable laws and regulations.

The processing of personal data by the Issuer, the Agent and the Issuing Agent in relation to items (c) to (e) is based on their legitimate interest to exercise their respective rights and to fulfil their respective obligations under the Finance Documents. In relation to item (f), the processing is based on the fact that such processing is necessary for compliance with a legal obligation incumbent on the Issuer, the Agent or the Issuing Agent. Unless otherwise required or permitted by law, the personal data collected will not be kept longer than necessary given the purpose of the processing.

Personal data collected may be shared with third parties, such as the CSD, when necessary to fulfil the purpose for which such data is processed.

Subject to any legal preconditions, the applicability of which have to be assessed in each individual case, data subjects have the rights as follows. Data subjects have right to get access to their personal data and may request the same in writing at the address of the Issuer, the Agent and the Issuing Agent, respectively. In addition, data subjects have the right to (i) request that personal data is rectified or erased, (ii) object to specific processing, (iii) request that the processing be restricted and (iv) receive personal data provided by themselves in machine-readable format. Data subjects are also entitled to lodge complaints with the relevant supervisory authority if dissatisfied with the processing carried out.

The Issuer's, the Agent's and the Issuing Agent's addresses, and the contact details for their respective Data Protection Officers (if applicable), are found on their websites <https://sebgroupp.com/>, and <https://www.nordictrustee.com/> and <https://sebgroupp.com/>.

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In these terms and conditions (the “**Terms and Conditions**”):

“**Account Operator**” means a bank or other party duly authorised to operate as an account operator pursuant to the Financial Instruments Accounts Act and through which a Noteholder has opened a Securities Account in respect of its Notes.

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

“**Additional Tier 1 Capital**” means additional tier 1 capital as defined in Applicable Capital Regulations.

“**Additional Tier 1 Instruments**” means at any time any instruments of the Issuer that comply with the then current requirements under Applicable Capital Regulations in relation to Additional Tier 1 Capital.

“**Adjusted Nominal Amount**” means the Total Nominal Amount less the aggregate Nominal Amount of all Notes owned by the Issuer and/or a Subsidiary of the Issuer, irrespective of whether such person is directly registered as owner of such Notes.

“**Agency Agreement**” means the agency agreement entered into before the Issue Date, between the Issuer and the Agent, or any replacement agency agreement entered into after the Issue Date between the Issuer and an agent.

“**Agent**” means Nordic Trustee & Agency AB (publ), Swedish Reg. No. 556882-1879, or such other party replacing it, as Agent, in accordance with these Terms and Conditions.

“**Applicable Capital Regulations**” means at any time the laws, regulations, requirements, guidelines and policies relating to capital adequacy or resolution then in effect in Sweden including, without limitation to the generality of the foregoing, CRD V, the BRRD and those regulations, requirements, guidelines and policies relating to capital adequacy or resolution of the SFSA and the Resolution Authority, respectively, in each case to the extent then in effect in Sweden (whether or not such requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Issuer or the SEB Group).

“**Automatic Trigger Conversion**” has the meaning given in Clause 10.1 (*Automatic Conversion upon a Trigger Event*).

“**Automatic Trigger Conversion Notice**” has the meaning given in Clause 10.4 (*Automatic Trigger Conversion Procedure*).

“**Automatic Trigger Conversion Notice Date**” has the meaning given in Clause 10.4 (*Automatic Trigger Conversion Procedure*).

“**Automatic Trigger Conversion Settlement Notice**” has the meaning given in Clause 10.4 (*Automatic Trigger Conversion Procedure*).

“**Bail-in and Loss Absorption Power**” means any write-down, conversion, transfer, modification, suspension or similar or related power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Sweden, relating to the transposition of the BRRD, including but not limited to the Swedish Banking and Financing Business Act (*Lagen (2004:297) om bank- och finansieringsrörelse*) and the Swedish Law on Resolution (*Lagen (2015:1016) om resolution*), as amended from time to time, and the instruments, rules and standards created thereunder.

“**Base Rate**” means three (3) month STIBOR or any reference rate replacing STIBOR in accordance with Clause 19 (*Replacement of Base Rate*).

“**Base Rate Administrator**” means Swedish Financial Benchmark Facility AB (SFBF) or any person replacing it as administrator of the Base Rate.

“**Base Rate Event**” means as set out in Clause 19.2.

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

“**Business Day**” means a day in Sweden other than a Sunday or other public holiday. Saturdays, Midsummer Eve (*midsommarafton*), Christmas Eve (*julafton*) and New Year’s Eve (*nyårsafton*) shall for the purpose of this definition be deemed to be public holidays.

“**Business Day Convention**” means the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day.

“**Capital Event**” means the determination by the Issuer after consultation with the SFSA that as a result of a change (or any pending change that the SFSA considers sufficiently certain) in Swedish law or Applicable Capital Regulations or any change in the official application or interpretation thereof becoming effective on or after the Issue Date, the aggregate outstanding principal amount of the Notes is (or is likely to be) fully or partially excluded from inclusion in the Additional Tier 1 Capital of the Issuer or the SEB Group.

“**Cash Dividend**” means (a) any Dividend which is to be paid or made in cash (in whatever currency), but other than falling within paragraph (b) of the definition of “Spin-Off” and (b) any Dividend determined to be a Cash Dividend pursuant to paragraph (a) of the definition of “Dividend”, but a Dividend falling within paragraph (c) or (d) of the definition of “Dividend” shall be treated as being a Non-Cash Dividend.

“**CET1 Capital**” means, at any time, the common equity tier 1 capital of the Issuer or the SEB Group, respectively, as calculated by the Issuer in accordance with Chapter 2 (*Common Equity Tier 1 capital*) of Title I (*Elements of own funds*) of Part Two (*Own Funds*) of the CRR, and/or Applicable Capital Regulations at such time, including any applicable transitional, phasing in or similar provisions.

“**CET1 Ratio**” means, at any time, with respect to the Issuer or the SEB Group, as the case may be, the ratio (expressed as a percentage) of the aggregate amount of the CET1 Capital of the Issuer or the SEB Group, respectively, at such time divided by the Risk Exposure Amount of the Issuer or the SEB Group, respectively, at such time, all as calculated by the Issuer in accordance with Applicable Capital Regulations at such time.

“**Class A Shares**” means fully paid class A shares in the capital of the Issuer, each of which confers on the holder one vote at general meetings of the Issuer.

“**Conversion Date**” has the meaning given in Clause 10.1 (*Automatic Conversion upon a Trigger Event*).

“**Conversion Price**” means, in respect of any Conversion Date, if the Class A Shares are:

- (a) then admitted to trading on a Relevant Stock Exchange, the higher of:
 - (i) the Current Market Price of a Class A Share;
 - (ii) the Floor Price; and
 - (iii) the quota value (*kvotvärde*) of a Class A Share (being SEK 10.45 on the Issue Date),
 in each case on the Conversion Date; or
- (b) not then admitted to trading on a Relevant Stock Exchange, the higher of items (ii) and (iii) above.

“**Conversion Shares**” means the Class A Shares which are issued automatically upon an Automatic Trigger Conversion.

“**CRD Directive**” means Directive 2013/36/EU of the European Parliament and of the Council of 26th June, 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, as implemented in Sweden and including as amended by Directive 2019/878/EU of the European Parliament and of the Council of 20th May, 2019, and as further amended or replaced.

“**CRD V**” means, taken together, the (i) CRD Directive (ii) CRR and (iii) Future Capital Instruments Regulations.

“**CRR**” means Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26th June, 2013 on the prudential requirements for credit institutions and investment firms, as implemented and/or applicable in Sweden and including as amended by Regulation (EU) No. 2019/876 of the European Parliament and of the Council of 20th May, 2019, and as further amended or replaced.

“**CSD**” means the Issuer’s central securities depository and registrar in respect of the Notes, Euroclear Sweden AB, Swedish Reg. No. 556112-8074, P.O. Box 191, 101 23 Stockholm, Sweden, or another party replacing it, as CSD, in accordance with these Terms and Conditions.

“**CSD Regulations**” means the CSD’s rules and regulations applicable to the Issuer, the Agent and the Notes from time to time.

“**Current Market Price**” means, in respect of a Class A Share at a particular date, the average of the daily Volume Weighted Average Price of a Class A Share on each of the 5 consecutive dealing days ending on the dealing day immediately preceding such date (the “**Relevant Period**”), provided that:

- (a) if at any time during the Relevant Period the Volume Weighted Average Price shall have been based on a price ex-Dividend (or ex-any other entitlement) and during some other part of that period the Volume Weighted Average Price shall have been based on a price cum-Dividend (or cum-any other entitlement), then:
 - (i) if the Class A Shares to be issued and delivered do not rank for the Dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Class A Shares shall have been based on a price cum-Dividend (or cum-any other entitlement) shall for the purposes of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Class A Share as at the date of first public announcement relating to such Dividend or entitlement; or
 - (ii) if the Class A Shares to be issued and delivered do rank for the Dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Class A Shares shall have been based on a price ex-Dividend (or ex-any other entitlement) shall for the purposes of this definition be deemed to be the amount thereof increased by an amount equal to the Fair Market Value of any such Dividend or entitlement per Class A Share as at the date of first public announcement relating to such Dividend or entitlement; and
- (b) if on each of the dealing days in the Relevant Period the Volume Weighted Average Price shall have been based on a price cum-Dividend (or cum-any other entitlement) in respect of a Dividend (or other entitlement) which has been declared or announced but the Class A Shares to be issued and delivered do not rank for that Dividend (or other entitlement) the Volume Weighted Average Price on each of such dates shall for the purposes of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Class A Share as at the date of first public announcement relating to such Dividend or entitlement; and
- (c) if the Volume Weighted Average Price of a Class A Share is not available on one or more of the dealing days in the Relevant Period (disregarding for this purpose the proviso to the definition of Volume Weighted Average Price), then the average of such Volume Weighted Average Prices which are available in the Relevant Period shall be used (subject to a minimum of two such prices) and if only one, or no, such Volume Weighted Average Price

is available in the Relevant Period the Current Market Price shall be determined in good faith by an Independent Financial Adviser.

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

“**Delivery Notice**” means a notice in the form for the time being currently available from the Agent, which contains the relevant account and related details for the delivery of any Class A Shares and all relevant certifications and/or representations as may be required by applicable law and regulations, and which are required to be delivered in connection with a Conversion of the Notes and the delivery of the Class A Shares.

“**Distributable Items**” shall have the meaning given to such term in CRD V, as interpreted and applied in accordance with Applicable Capital Regulations then applicable to the Issuer.

“**Dividend**” means any dividend or distribution to Shareholders in respect of the Class A Shares (including a Spin-Off) whether of cash, assets or other property, and however described and whether payable out of share premium account, profits, retained earnings or any other capital or revenue reserve or account, and including a distribution or payment to holders upon or in connection with a reduction of capital (and for these purposes a distribution of assets includes without limitation an issue of Class A Shares or other Securities credited as fully or partly paid up by way of capitalisation of profits or reserves), provided that:

- (a) where:
 - (i) a Dividend in cash is announced which is to be, or may at the election of a Shareholder or Shareholders be, satisfied by the issue or delivery of Class A Shares or other property or assets, or where a capitalisation of profits or reserves is announced which is to be, or may at the election of a Shareholder or Shareholders be, satisfied by the payment of cash, then the Dividend in question shall be treated as a Cash Dividend of an amount equal to the greater of (A) the Fair Market Value of such cash amount and (B) the Current Market Price of such Class A Shares as at the first date on which the Class A Shares are traded ex- the relevant Dividend on the Relevant Stock Exchange or, as the case may be, the record date or other due date for establishment of entitlement in respect of the relevant capitalisation or, as the case may be, the Fair Market Value of such other property or assets as at the date of the first public announcement of such Dividend or capitalisation or, in any such case, if later, the date on which the number of Class A Shares (or amount of such other property or assets, as the case may be) which may be issued and delivered is determined; or
 - (ii) there shall be any issue of Class A Shares by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve) where such issue is or is expressed to be in lieu of a Dividend (whether or not a Cash Dividend equivalent or amount is announced or would otherwise be payable to Shareholders, whether at their election or otherwise), the Dividend in question shall be treated as a Cash Dividend of an amount equal to the Current Market Price of such Class A Shares as at the first date on which the Class A Shares are traded ex- the relevant Dividend on the Relevant Stock Exchange or, as the case may be, the record date or other due date for establishment of entitlement in respect of the relevant capitalisation or, in any such case, if later, the date on which the number of Class A Shares to be issued and delivered is determined;
- (b) any issue of Class A Shares falling within Clauses 10.11(a) or 10.11(b) shall be disregarded;
- (c) a purchase or redemption or buy back of share capital of the Issuer by or on behalf of the Issuer or any member of the SEB Group shall not constitute a Dividend unless, in the case of a purchase or redemption or buy back of Class A Shares by or on behalf of the Issuer or any member of the SEB Group, the weighted average price per Class A Share (before expenses) on any one day (a “**Specified Share Day**”) in respect of such purchases or

redemptions or buy backs exceeds by more than 5 per cent. the average of the daily Volume Weighted Average Price of a Class A Share on the five (5) dealing days immediately preceding the Specified Share Day or, where an announcement (excluding, for the avoidance of doubt for these purposes, any general authority for such purchases, redemptions or buy backs approved by a general meeting of Shareholders or any notice convening such a meeting of Shareholders) has been made of the intention to purchase, redeem or buy back Class A Shares at some future date at a specified price or where a tender offer is made, on the five dealing days immediately preceding the date of such announcement or the date of first public announcement of such tender offer (and regardless of whether or not a price per Class A Share, a minimum price per Class A Share or a price range or a formula for the determination thereof is or is not announced at such time), as the case may be, in which case such purchase, redemption or buy back shall be deemed to constitute a Dividend in an amount equal to the amount by which the aggregate price paid (before expenses) in respect of such Class A Shares purchased, redeemed or bought back by the Issuer or, as the case may be, any member of the SEB Group exceeds the product of (i) 105 per cent. of the daily Volume Weighted Average Price of a Class A Share determined as aforesaid and (ii) the number of Class A Shares so purchased, redeemed or bought back; and

- (d) if the Issuer or any member of the SEB Group shall purchase, redeem or buy back any depositary or other receipts or certificates representing Class A Shares, the provisions of paragraph (c) above shall be applied in respect thereof in such manner and with such modifications (if any) as shall be determined in good faith by an Independent Financial Adviser.

“Fair Market Value” means, with respect to any property on any date, the fair market value of that property as determined by an Independent Financial Adviser in good faith provided that:

- (a) the Fair Market Value of a Cash Dividend shall be the amount of such Cash Dividend;
- (b) the Fair Market Value of any other cash amount shall be the amount of such cash;
- (c) where Securities, Spin-Off Securities, options, warrants or other rights or assets are publicly traded on a stock exchange or securities market of adequate liquidity (as determined by an Independent Financial Adviser in good faith), the Fair Market Value of such:
- (i) Securities or Spin-Off Securities shall equal the arithmetic mean of the daily Volume Weighted Average Prices of such Securities or Spin-Off Securities; and
- (ii) options, warrants or other rights or assets shall equal the arithmetic mean of the daily closing prices of such options, warrants or other rights or assets,

in the case of both (i) and (ii) above during the period of five dealing days on the relevant stock exchange or securities market commencing on such date (or, if later, the first such dealing day such Securities, Spin-Off Securities, options, warrants or other rights or assets are publicly traded) or such shorter period as such Securities, Spin-Off Securities, options, warrants or other rights or assets are publicly traded; and

- (d) where Securities, Spin-Off Securities, options, warrants or other rights or assets are not publicly traded on a stock exchange or securities market of adequate liquidity (as aforesaid), the Fair Market Value of such Securities, Spin-Off Securities, options, warrants or other rights or assets shall be determined by an Independent Financial Adviser in good faith, on the basis of a commonly accepted market valuation method and taking account of such factors as it considers appropriate, including the market price per Class A Share, the dividend yield of a Class A Share, the volatility of such market price, prevailing interest rates and the terms of such Securities, Spin-Off Securities, options, warrants or other rights or assets, including as to the expiry date and exercise price (if any) thereof.

Such amounts shall, in the case of (a) above, be translated into the SEK (if such Cash Dividend is declared or paid or payable in a currency other than SEK) at the rate of exchange used to determine

the amount payable to Shareholders who were paid or are to be paid or are entitled to be paid the Cash Dividend in SEK; and in any other case, shall be translated into SEK (if expressed in a currency other than SEK) at the prevailing exchange rate on that date. In addition, in the case of (a) and (b) above, the Fair Market Value shall be determined on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit.

“**Finance Documents**” means these Terms and Conditions and any other document designated by the Issuer and the Agent as a Finance Document.

“**Financial Instruments Accounts Act**” means the Swedish Central Securities Depositories and Financial Instruments Accounts Act (*lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*).

“**First Call Date**” means the date falling five (5) years after the Issue Date (being 3 September 2029).

“**Floor Price**” means SEK 84, subject to adjustment in accordance with Clause 10.11 (*Adjustment of Floor Price*).

“**Force Majeure Event**” has the meaning set forth in Clause 26.1.

“**Future Capital Instruments Regulations**” means any Applicable Capital Regulations that come into effect after the Issue Date and which prescribe (alone or in conjunction with any other rules or regulations) the requirements to be fulfilled by financial instruments for their inclusion in the regulatory capital of the Issuer (on a stand-alone or consolidated basis).

“**Independent Base Rate Adviser**” has the meaning set forth in Clause 19.2 (*Definitions*).

“**Independent Financial Adviser**” means an independent financial institution of international repute appointed by the Issuer at its own expense.

“**Interest**” means the interest on the Notes calculated in accordance with Clause 9.1 (*Interest*).

“**Interest Payment Date**” means, subject to Clause 9.2 (*Interest cancellation*), 3 March, 3 June, 3 September and 3 December of each year or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention. The first Interest Payment Date for the Notes shall be 3 December 2024 and the last Interest Payment Date shall be the relevant Redemption Date.

“**Interest Period**” means:

- (a) in respect of the first Interest Period, the period from (but excluding) the Issue Date to (and including) the first Interest Payment Date; and
- (b) in respect of subsequent Interest Periods, the period from (but excluding) an Interest Payment Date to (and including) the next succeeding Interest Payment Date (or a shorter period if relevant).

“**Interest Rate**” means the Base Rate plus 2.80 per cent. *per annum*, as adjusted by any application of Clause 19 (*Replacement of Base Rate*).

“**Interim Conversion Settlement Date**” means the date on which the relevant Interim Conversion Shares are to be delivered to the Settlement Shares Depository on any Automatic Trigger Conversion as specified in the Automatic Trigger Conversion Notice.

“**Interim Conversion Shares**” has the meaning given in Clause 10.5 (*Conversion Shares*).

“**Issue Date**” means 3 September 2024 or such other date as is agreed between the Issuing Agent, the Issuer and the CSD.

“**Issuer**” means Skandinaviska Enskilda Banken AB (publ), a public limited liability company incorporated under the laws of Sweden with Reg. No. 502032-9081.

“**Issuing Agent**” means, initially, Skandinaviska Enskilda Banken AB (publ) and thereafter each other party appointed as Issuing Agent in accordance with these Terms and Conditions and the CSD Regulations.

“**Maximum Distributable Amount**” means any maximum distributable amount required to be calculated in accordance with the Capital Buffers Act (*lag (2014:966) om kapitalbuffertar*) implementing Article 141 of the CRD Directive, as the same may be amended or replaced, or any analogous restrictions arising from any requirement to meet any applicable buffers under Applicable Capital Regulations.

“**Nominal Amount**” has the meaning set forth in Clause 2.5.

“**Non-Cash Dividend**” means any Dividend which is not a Cash Dividend, and shall include a Spin-Off.

“**Note**” means a debt instrument (*skuldförbindelse*) for the Nominal Amount and of the type set forth in Chapter 1 Section 3 of the Financial Instruments Accounts Act and which are governed by and issued under these Terms and Conditions.

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

“**Noteholders’ Meeting**” means a meeting among the Noteholders held in accordance with Clauses 17.1 (*Request for a decision*), 17.2 (*Convening of Noteholders’ Meeting*) and 17.4 (*Majority, quorum and other provisions*).

“**Notice Cut-off Date**” has the meaning given in Clause 10.7 (*Procedure for Settlement and Delivery of Conversion Shares to Noteholders*).

“**Offer Settlement Period**” has the meaning given in paragraph (c) of Clause 10.8 (*Settlement Shares Offer*).

“**Other Contingently Convertible Securities**” means any similar securities or instruments to the Notes which securities or instruments are contingently convertible into Class A Shares other than at the option of the holders thereof.

“**Qualifying Additional Tier 1 Securities**” means notes, whether debt, equity, interests in limited partnerships or otherwise, issued directly or indirectly by the Issuer that:

- (a) have terms not materially less favourable to a Noteholder, as reasonably determined by the Issuer, than the terms of the Notes (unless any such less favourable terms are solely attributable to ensuring the effectiveness and enforceability of Clause 2.4 or Clause 10 (*Loss Absorption*)), provided that they shall (1) include a ranking at least equal to that of the Notes, (2) have the same Interest Rate and Interest Payment Dates as those from time to time applying to the Notes, (3) have the same redemption rights as the Notes, (4) comply with the then current requirements of Applicable Capital Regulations in relation to Additional Tier 1 Capital, and (5) preserve any existing rights under the Notes to any accrued interest which has not been paid in respect of the period from (and including) the Interest Payment Date last preceding the date of substitution or variation; and
- (b) are listed on a recognised stock exchange if the Notes were so listed immediately prior to such substitution or variation.

“**Quotation Day**” means, in relation to any period for which an interest rate is to be determined, two (2) Business Days before the first day of that period.

“**Record Date**” means the fifth (5) Business Day prior to:

- (a) an Interest Payment Date;
- (b) a Redemption Date;
- (c) a date on which a payment to the Noteholders is to be made under Clause 16 (*Distribution of proceeds*);
- (d) the date of a Noteholders’ Meeting, or

(e) another relevant date,

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

“**Redemption Date**” means the date (if any) on which the relevant Notes are to be redeemed or repurchased in accordance with Clause 11 (*Redemption and repurchase of the Notes*).

“**Reference Banks**” means banks reasonably selected by the Issuing Agent.

“**Reference Page**” means the relevant page on Bloomberg or such other information service provider that displays the relevant information.

“**Registration Date**” has the meaning given in Clause 10.5 (*Conversion Shares*).

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

“**Relevant Stock Exchange**” means Nasdaq Stockholm or if at the relevant time the Class A Shares are not listed and admitted to trading on Nasdaq Stockholm, the principal stock exchange or securities market on which the Class A Shares are then listed, admitted to trading or quoted or accepted for dealing.

“**Resolution Authority**” means the Swedish National Debt Office (*Riksgälden*) or such other or successor authority designated in Sweden in accordance with Article 3 of the BRRD or Applicable Capital Regulations (or, if the Issuer becomes subject to resolution pursuant to the BRRD in a jurisdiction other than Sweden, in such other jurisdiction).

“**Risk Exposure Amount**” means at any time, with respect to the Issuer or the SEB Group, as the case may be, the total risk exposure amount or equivalent of the Issuer or the SEB Group, respectively, as calculated by the Issuer in accordance with Applicable Capital Regulations at such time.

“**SCRO**” means the Swedish Companies Registration Office (*Bolagsverket*) or such other person or authority that is responsible for registering any changes in the share capital of the Issuer.

“**SEB Group**” means the Issuer and any other entities which are part of the Swedish prudential consolidated situation (as such term is used in the Applicable Capital Regulations) of which the Issuer is a part, from time to time (each a “**Group Company**”).

“**Securities**” means any securities including, without limitation, shares in the capital of the Issuer, or options, warrants or other rights to subscribe for or purchase or acquire shares in the capital of the Issuer.

“**Securities Account**” means the account for dematerialised securities (*avstämningsregister*) maintained by the CSD pursuant to the Financial Instruments Accounts Act in which:

- (a) an owner of such security is directly registered; or
- (b) an owner’s holding of securities is registered in the name of a nominee.

“**Selling Agent**” has the meaning given in Clause 10.7 (*Procedure for Settlement and Delivery of Conversion Shares to Noteholders*).

“**Set-Off Rights**” means any and all rights or claims of any Holder of a Note against the Issuer for deduction, set-off, netting, compensation, retention or counterclaim arising directly or indirectly under or in connection with any Note.

“**Settlement Shares Depository**” means a reputable independent financial institution, trust company or similar entity to be appointed by the Issuer on or prior to any date when a function ascribed to the Settlement Shares Depository in these Terms and Conditions is required to be performed to perform such functions and who will hold Conversion Shares in a designated custody account for the benefit of the Noteholders and otherwise on terms consistent with these Terms and Conditions.

“**Settlement Shares Offer**” has the meaning given in paragraph (a) of Clause 10.8 (*Settlement Shares Offer*).

“**Settlement Shares Offer Agent**” has the meaning given in paragraph (a) of Clause 10.8 (*Settlement Shares Offer*).

“**Settlement Shares Offer Expenses**” has the meaning given in (d) of Clause 10.8 (*Settlement Shares Offer*).

“**SFSA**” means the Swedish Financial Supervisory Authority (*Finansinspektionen*) or such other governmental authority in Sweden (or, if the Issuer becomes subject to primary bank supervision in a jurisdiction other than Sweden, the relevant governmental supervisory authority in such other jurisdiction) or the European Union having primary bank supervisory authority with respect to the Issuer.

“**Share Registrar**” means Euroclear Sweden AB or any other person appointed by the Issuer to carry out the duties of registrar for the Class A Shares and any successor thereto.

“**Shareholders**” means the holders of Class A Shares.

“**Spin-Off**” means:

- (a) a distribution of Spin-Off Securities by the Issuer to Shareholders as a class; or
- (b) any issue, transfer or delivery of any property or assets (including cash or shares or other securities of or in or issued or allotted by any entity) by any entity (other than the Issuer) to Shareholders as a class, pursuant in each case to any arrangements with the Issuer or any member of the SEB Group.

“**Spin-Off Securities**” means equity share capital of an entity other than the Issuer or options, warrants or other rights to subscribe for or purchase equity share capital of an entity other than the Issuer.

“**STIBOR**” means:

- (a) the Stockholm interbank offered rate (STIBOR) administered by the Base Rate Administrator for Swedish Kronor and for a period comparable to the relevant Interest Period, as displayed on page STIBOR= of the Refinitiv screen (or through such other system or on such other page as replaces the said system or page) as of or around 11.00 a.m. on the Quotation Day;
- (b) if no rate as described in paragraph (a) above is available for the relevant Interest Period, the rate determined by the Issuing Agent by linear interpolation between the two closest rates for STIBOR fixing, as displayed on page STIBOR= of the Refinitiv screen (or any replacement thereof) as of or around 11.00 a.m. on the Quotation Day for Swedish Kronor;
- (c) if no rate as described in paragraph (a) or (b) above is available for the relevant Interest Period, the arithmetic mean of the Stockholm interbank offered rates (rounded upwards to four decimal places) as supplied to the Issuing Agent at its request quoted by the Reference Banks for deposits of SEK 100,000,000 for the relevant period; or
- (d) if no rate as described in paragraph (a) or (b) above is available for the relevant Interest Period and no quotation is available pursuant to paragraph (c) above, the interest rate which according to the reasonable assessment of the Issuing Agent best reflects the interest rate for deposits in Swedish Kronor offered in the Stockholm interbank market for the relevant period.

“**Subsidiary**” means in relation to any company at any particular time, any other company which is then a subsidiary (within the meaning of the Swedish Companies Act, as amended) of that company.

“**Successor Base Rate**” has the meaning set forth in Clause 19.2 (*Definitions*).

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

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

“**Tax Event**” means if as a result of any change in, amendment to or clarification of any applicable law (including any change in, amendment to or clarification of the official position or interpretation of such law that differs from the theretofore generally accepted position or interpretation, irrespective of the manner in which such amendment, clarification or change is made known), which change, amendment or clarification occurs after the Issue Date, the Issuer determines that (a) it would on the occasion of the next payment in respect of the Notes, be required to pay additional amounts, or (b) to the extent (prior to the relevant change, amendment or clarification) the Issuer was entitled to claim a deduction in respect of the Notes in computing its taxation liabilities, it would not be entitled to claim a deduction in respect of its taxation liabilities in the Kingdom of Sweden in respect of any payment of interest to be made on the next Interest Payment Date or the value of such deduction to the Issuer would be materially reduced.

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

“**Trigger Event**” means if, at any time, the CET1 Ratio of:

- (a) the Issuer, as calculated in accordance with the Applicable Capital Regulations, is less than 5.125 per cent.; or
- (b) the SEB Group, as calculated in accordance with the Applicable Capital Regulations, is less than 8.00 per cent.,

in each case as determined by the Issuer and/or the SFSA (or any agent appointed by the SFSA for the purpose of making such determination).

“**Volume Weighted Average Price**” means, in respect of a Class A Share, Security or, as the case may be, a Spin-Off Security on any dealing day, the order book volume-weighted average price of an Class A Share, Security or, as the case may be, a Spin-Off Security published by or derived (in the case of an Class A Share) from the Reference Page or (in the case of a Security (other than Class A Shares) or Spin-Off Security) from the principal stock exchange or securities market on which such Securities or Spin-Off Securities are then listed or quoted or dealt in, if any or, in any such case, such other source as shall be determined in good faith to be appropriate by an Independent Financial Adviser on such dealing day, provided that if on any such dealing day such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of a Class A Share, Security or a Spin-Off Security, as the case may be, in respect of such dealing day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding dealing day on which the same can be so determined or as an Independent Financial Adviser might otherwise determine in good faith to be appropriate.

“**Voting Rights**” means the right generally to vote at a general meeting of Shareholders of the Issuer (irrespective of whether or not, at the time, stock of any other class or classes shall have, or might have, voting power by reason of the happening of any contingency).

“**Written Procedure**” means the written or electronic procedure for decision making among the Noteholders in accordance with Clauses 17.1 (*Request for a decision*), 17.3 (*Instigation of Written Procedure*) and 17.4 (*Majority, quorum and other provisions*).

1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in these Terms and Conditions to:

- (a) “**assets**” includes present and future properties, revenues and rights of every description;
- (b) “**dealing day**” means a day on which the Relevant Stock Exchange or relevant stock exchange or securities market is open for business and on which Class A Shares, Securities, Spin-Off Securities, options, warrants or other rights (as the case may be) may be dealt in (other than a day on which the Relevant Stock Exchange or relevant stock exchange or securities market is scheduled to or does close prior to its regular weekday closing time);
- (c) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;

- (d) a “**regulation**” includes any law, regulation, rule or official directive (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency or department;
 - (e) a provision of regulation is a reference to that provision as amended or re-enacted;
 - (f) a “**person**” includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, unincorporated association, limited liability company, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity);
 - (g) any issue or offer or grant to Shareholders “**as a class**” or “**by way of rights**” shall be taken to be references to an issue or offer or grant to all or substantially all Shareholders, other than Shareholders to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any other stock exchange or securities market in any territory or in connection with fractional entitlements, it is determined not to make such issue or offer or grant; and
 - (h) a time of day is a reference to Stockholm time.
- 1.2.2 For the purposes of Clauses 10 (*Loss Absorption*) and 14 (*Undertakings*) only, (a) references to the “**issue**” of Conversion Shares, Class A Shares or Conversion Shares or Class A Shares being “**issued**” shall, if not otherwise expressly specified in these Clauses, include the transfer and/or delivery of Conversion Shares or Class A Shares, whether newly issued and allotted or previously existing or held by or on behalf of the Bank or any member of the SEB Group, and (b) Class A Shares held by or on behalf of the Bank or any member of the SEB Group (and which, in the case of paragraphs (d) and (f) of Clause 10.11 (*Adjustment of Floor Price*), do not rank for the relevant right or other entitlement) shall not be considered as or treated as in issue or issued or entitled to receive any Dividend, right or other entitlement.
- 1.2.3 In making any calculation or determination of Current Market Price or Volume Weighted Average Price, such adjustments (if any) shall be made as an Independent Financial Adviser determines in good faith appropriate to reflect any consolidation or sub-division of the Class A Shares or any issue of Class A Shares by way of capitalisation of profits or reserves, or any like or similar event.
- 1.2.4 When ascertaining whether a limit or threshold specified in Swedish Kronor has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against Swedish Kronor for the previous Business Day, as published by the Swedish Central Bank (*Riksbanken*) on its website (www.riksbank.se). If no such rate is available, the most recently published rate shall be used instead.
- 1.2.5 No delay or omission of the Agent or of any Noteholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.
- 1.2.6 The selling and distribution restrictions and the privacy notice and any other information contained in this document before the table of contents section do not form part of these Terms and Conditions and may be updated without the consent of the Noteholders and the Agent (save for the privacy statement insofar it relates to the Agent).
- 2. THE NOTES**
- 2.1 The Notes on issue are intended to constitute Additional Tier 1 Capital of the Issuer and the SEB Group.
- 2.2 The Notes are denominated in Swedish Kronor and each Note is constituted by these Terms and Conditions. The Issuer undertakes to make payments in relation to the Notes and to comply with these Terms and Conditions.

- 2.3 By subscribing for Notes, each initial Noteholder agrees that the Notes shall benefit from and be subject to the Finance Documents and by acquiring Notes, each subsequent Noteholder confirms such agreement.
- 2.4 Notwithstanding 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 Clause 2.4, includes each holder of a beneficial interest in the Notes) acknowledges, accepts, consents to and agrees to be bound by:
- (a) the exercise and effect of the exercise of any Bail-in and Loss Absorption Power by the Resolution Authority with respect to the Notes, which may be imposed with or without any prior notice and include and result in any of the following, or some combination thereof:
 - (i) the reduction or cancellation of all, or a portion, of the outstanding principal amount of the Notes, together with any accrued but unpaid interest, due on the Notes;
 - (ii) the conversion of all, or a portion, of the outstanding principal amount of the Notes, together with any accrued but unpaid interest, due on the Notes, 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 provisions of the Notes by which the Notes have no final maturity 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 any Bail-in and Loss Absorption Power by the Resolution Authority.
- 2.5 The nominal amount of each Note is SEK 2,000,000 (the “**Nominal Amount**”). The Total Nominal Amount of the Notes as at the Issue Date is SEK 5,000,000,000. The Nominal Amount, and the Total Nominal Amount, may, be subject to a conversion in accordance with Clause 10 (*Loss Absorption*), and “Nominal Amount” shall be construed accordingly.
- 2.6 Each Note is issued on a fully paid basis at an issue price of 100.00 per cent. of the Nominal Amount.
- 2.7 The ISIN of the Notes is SE0022448635.
- 2.8 The Notes are freely transferable but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes, as applicable, under local regulation to which a Noteholder may be subject. Each Noteholder must ensure compliance with such restrictions at its own cost and expense.
- 2.9 No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Notes or the possession, circulation or distribution of any document or other material relating to the Issuer or the Notes in any jurisdiction, where action for that purpose is required. Each Noteholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Notes.

3. STATUS OF THE NOTES

- 3.1 The Notes will constitute unsecured, subordinated obligations of the Issuer in respect of which, upon the occurrence of a Trigger Event, the rights and claims of each Holder under the Notes will

automatically convert into Class A Shares, as provided in Chapter 15 of the Swedish Companies Act and Clause 10 (*Loss Absorption*). In the event of the voluntary or involuntary liquidation (*likvidation*) or the bankruptcy (*konkurs*) of the Issuer:

- (a) prior to the occurrence of a Trigger Event, the rights of the Noteholders to payments in respect of, or arising from (including any damages awarded for breach of any obligations under) the Notes shall rank:
 - (i) junior to any present or future claims of (A) depositors of the Issuer, (B) other unsubordinated creditors of the Issuer, (C) any non-preferred creditors falling within the scope of the first paragraph of Section 18 of the Swedish Rights of Priority Act (*förmånsrättslag (1970:979)*), and (D) except as expressed in (iii) below, claims of any other subordinated creditors of the Issuer;
 - (ii) *pari passu* without any preference among themselves;
 - (iii) at least *pari passu* with claims of holders of any other outstanding Additional Tier 1 Instruments and claims of any other subordinated creditors the claims of which rank, or are expressed to rank, *pari passu* with the Notes; and
 - (iv) in priority to payments to holders of all classes of share capital of the Issuer in their capacity as such holders; and
- (b) on and after the occurrence of a Trigger Event and prior to the Registration Date, the rights and claims of each Noteholder shall be limited to such amount, if any, as would have been payable to that Noteholder in such liquidation (*likvidation*) or bankruptcy (*konkurs*) of the Issuer if the Registration Date had occurred immediately before such liquidation (*likvidation*) or bankruptcy (*konkurs*),

subject, in all cases, to mandatory provisions of Swedish law.

3.2 The Issuer reserves the right to issue or incur other Additional Tier 1 Instruments in the future, provided, however, that any such Additional Tier 1 Instruments may not in the event of voluntary or involuntary liquidation (*likvidation*) or bankruptcy (*konkurs*) of the Issuer rank prior to the Notes.

3.3 No Noteholder may at any time exercise or claim any Set-Off Rights against any right, claim or liability of the Issuer or that the Issuer may have or acquire against such Noteholder, directly or indirectly and howsoever arising (and including all such rights, claims and liabilities arising under or in relation to any and all agreements or other instruments of any kind or any non-contractual obligation, whether or not relating to that Note) and each Noteholder shall be deemed to have waived all Set-Off Rights to the fullest extent permitted by applicable law in relation to all such actual and potential rights, claims and liabilities. Notwithstanding the preceding sentence, if any amount payable by the Issuer in respect of, or arising under or in connection with, any Note to any Noteholder is discharged by set-off or any netting, such Noteholder shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer and, until such time as payment is made, shall hold an amount equal to such amount as escrow funds (*redovisningsmedel*) on a separate account on behalf of the Issuer (or the liquidator or, as appropriate, other insolvency practitioner appointed to the Issuer (as the case may be)) and, accordingly, any such discharge shall be deemed not to have taken place. Nothing in this Clause 3.3 is intended to provide, or shall be construed as acknowledging, any Set-Off Rights or that any such Set-Off Right is or would be available to any Noteholder but for this Clause 3.3.

- 3.4 A Noteholder or the Agent may only declare the Notes (and any accrued interest) due and payable in the event of the liquidation (*likvidation*) or bankruptcy (*konkurs*) of the Issuer as set out in Clause 15 (*Bankruptcy or liquidation*).

4. **USE OF PROCEEDS**

The Issuer shall use the proceeds from the issue of the Notes for general corporate purposes of the Issuer and the SEB Group.

5. **CONDITIONS FOR DISBURSEMENT**

- 5.1 Prior to the issuance of the Notes, the Issuer shall provide the following to the Agent:

- (a) the Finance Documents and the Agency Agreement duly executed by the parties thereto;
- (b) the articles of association and an up-to date certificate of registration of the Issuer;
- (c) evidence that the person(s) who has/have signed the Finance Documents, the Agency Agreement and any other documents in connection therewith on behalf of parties thereto is/are duly authorised to do so; and
- (d) such other documents and information as is agreed between the Agent and the Issuer.

- 5.2 The Agent may assume that the documentation delivered to it pursuant to Clause 5.1 is accurate, correct and complete unless it has actual knowledge that this is not the case, and the Agent does not have to verify the contents of any such documentation.

- 5.3 The Agent shall confirm to the Issuing Agent when the Agent is satisfied that the conditions in Clause 5.1 have been received (acting reasonably). The Issue Date shall not occur (i) unless the Agent makes such confirmation to the Issuing Agent no later than 09.00 a.m. two (2) Business Days prior to the Issue Date (or later, if the Issuing Agent so agrees), or (ii) if the Issuing Agent, the Issuer and the CSD agree to postpone the Issue Date.

- 5.4 Following receipt by the Issuing Agent of the confirmation in accordance with Clause 5.3, the Issuing Agent shall settle the issuance of the Notes and pay the proceeds from the issuance of the Notes to the Issuer on the Issue Date.

6. **NOTES IN BOOK-ENTRY FORM**

- 6.1 The Notes will be registered for the Noteholders on their respective Securities Accounts and no physical notes will be issued. Accordingly, the Notes will be registered in accordance with the Financial Instruments Accounts Act. Registration requests relating to the Notes shall be directed to an Account Operator. The Debt Register shall constitute conclusive evidence of the persons who are Noteholders and their holdings of Notes.

- 6.2 Those who according to assignment, Security, the provisions of the Swedish Children and Parents Code (*föräldrabalken (1949:381)*), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Note shall register their entitlements to receive payment in accordance with the Financial Instruments Accounts Act.

- 6.3 The Issuer and the Agent shall at all times be entitled to obtain information from the Debt Register. For the purpose of carrying out any administrative procedure that arises out of the Finance Documents, the Issuing Agent shall be entitled to obtain information from the Debt Register.

6.4 The Issuer shall issue any necessary power of attorney to such persons employed by the Agent, as notified by the Agent, in order for such individuals to independently obtain information directly from the Debt Register. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Noteholders.

6.5 The Issuer and the Agent may use the information referred to in Clause 6.3 only for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and the Agency Agreement and shall not disclose such information to any Noteholder or third party unless necessary for such purposes.

7. RIGHT TO ACT ON BEHALF OF A NOTEHOLDER

7.1 If any person other than a Noteholder (including the owner of a Note, if such person is not the Noteholder) wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other authorisation from the Noteholder or a successive, coherent chain of powers of attorney or authorisations starting with the Noteholder and authorising such person.

7.2 A Noteholder may issue one or several powers of attorney or other authorisations to third parties to represent it in relation to some or all of the Notes held by it. Any such representative may act independently under the Finance Documents in relation to the Notes for which such representative is entitled to represent the Noteholder.

7.3 The Agent shall only have to examine the face of a power of attorney or other authorisation that has been provided to it pursuant to Clause 7.2 and may assume that such document has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or the Agent has actual knowledge to the contrary.

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

8. PAYMENTS IN RESPECT OF THE NOTES

8.1 Any payment or repayment under the Finance Documents shall be made to such person who is registered as a Noteholder on the Record Date prior to an Interest Payment Date or other relevant payment date, or to such other person who is registered with the CSD on such Record Date as being entitled to receive the relevant payment, repayment or repurchase amount.

8.2 Provided that a Noteholder has registered an income account (*avkastningskonto*) for the relevant Securities Account on the applicable Record Date, the CSD shall procure that principal, interest and other payments under the Notes are deposited to such income account on the relevant payment date. If an income account has not been registered on the Record Date for the payment, no payment will be effected by the CSD to such Noteholder. The outstanding amount will instead be held by the Issuer until the person that was registered as a Noteholder on the relevant Record Date has made a valid request for such amount. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effect payments as aforesaid, the Issuer shall procure that such amounts are paid to the persons who are registered as Noteholders on the relevant Record Date as soon as possible after such obstacle has been removed.

8.3 If, due to any obstacle for the CSD, the Issuer cannot make a payment or repayment, such payment or repayment may be postponed until the obstacle has been removed. For the avoidance of doubt, such postponement shall in no event constitute an event of default.

8.4 If payment or repayment is made in accordance with this Clause 8, the Issuer shall be deemed to have fulfilled their obligation to pay, irrespective of whether such payment was made to a person not

entitled to receive such amount (unless the Issuer has actual knowledge of the fact that the payment was made to the wrong person).

- 8.5 The Issuer is not liable to gross-up any payments under the Finance Documents by virtue of any withholding tax, public levy or the similar.

9. INTEREST AND INTEREST CANCELLATION

9.1 Interest

- 9.1.1 Each Note carries Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the Issue Date up to (and including) the relevant Redemption Date or the Conversion Date.

- 9.1.2 Interest accrues during an Interest Period. Subject to Clause 9.2 (*Interest cancellation*), payment of Interest in respect of the Notes shall be made to the Noteholders on each Interest Payment Date for the preceding Interest Period.

- 9.1.3 Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).

9.2 Interest cancellation

- 9.2.1 Any payment of Interest in respect of the Notes shall be payable only out of the Issuer's Distributable Items and:

- (g) may be cancelled, at any time, in whole or in part, at the option of the Issuer in its sole discretion and notwithstanding that it has Distributable Items or that it may make any distributions pursuant to the Applicable Capital Regulations; or
- (h) will be mandatorily cancelled if and to the extent so required by the Applicable Capital Regulations, including the applicable criteria for Additional Tier 1 Capital instruments; and
- (i) no payment of Interest will be made in respect of the Notes if and to the extent that such payment would cause the Maximum Distributable Amount (if any) then applicable to the Issuer and/or the SEB Group to be exceeded.

- 9.2.2 The Issuer shall give notice to the Noteholders in accordance with Clause 25 (*Notices*) of any such cancellation of a payment of Interest, which notice might be given after the date on which the relevant payment of Interest is scheduled to be made. Notwithstanding the foregoing, failure to give such notice shall not prejudice the right of the Issuer not to pay Interest as described above and shall not constitute an event of default for any purpose.

- 9.2.3 Following any cancellation of Interest as described above, the right of the Noteholders to receive accrued Interest in respect of any such Interest Period will terminate and the Issuer will have no further obligation to pay such Interest or to pay interest thereon, whether or not payments of Interest in respect of subsequent Interest Periods are made, and such unpaid Interest will not be deemed to have "accrued" or been earned for any purpose.

- 9.2.4 Failure to pay such interest (or the cancelled part thereof) in accordance with this Clause 9 shall not constitute an event of default or the occurrence of any event related to the insolvency of the Issuer or entitle the Noteholders to take any action to cause the Issuer to be declared bankrupt or for the liquidation, winding-up or dissolution of the Issuer.

9.3 **No penalty interest**

Under no circumstances shall any penalty interest (*dröjsmålsränta*) be payable by the Issuer in respect of the Notes.

10. **LOSS ABSORPTION**

10.1 **Automatic Conversion upon a Trigger Event**

- (a) If a Trigger Event occurs at any time on or after the Issue Date, then the Notes will be converted automatically (and without any requirement for the consent or approval of Noteholders) into Conversion Shares at the Conversion Price (such conversion, an “**Automatic Trigger Conversion**”) on the date of such Trigger Event (such date, the “**Conversion Date**”) as provided in this Clause 10.1.
- (b) For the purposes of determining whether a Trigger Event has occurred, the Issuer will:
 - (i) calculate the CET1 Ratios of the Issuer and the SEB Group based on information (whether or not published) available to management of the Issuer, including information internally reported within the Issuer pursuant to its procedures for ensuring effective ongoing monitoring of the capital ratios of the Issuer and the SEB Group; and
 - (ii) calculate and publish the CET1 Ratios of the Issuer and the SEB Group on at least a quarterly basis.

10.2 **Effect of Automatic Trigger Conversion**

From and including the Conversion Date:

- (a) the principal amount of the Notes will be permanently reduced to zero and, accordingly, shall equal zero at all times thereafter;
- (b) any accrued and unpaid interest in respect of the Notes shall be cancelled automatically and no further interest shall accrue or be due and payable on the Notes at any time thereafter;
- (c) Noteholders will have no rights or claim against the Issuer with respect to the payment of any principal, interest or other amount on or in respect of the Notes (except as provided in Clause 3.1(b)); and
- (d) subject to the last paragraph of Clause 10.7 (*Procedure for Settlement and Delivery of Conversion Shares to Noteholders*), the Issuer’s only remaining obligation under the Notes shall be an obligation to deliver Conversion Shares to the Settlement Shares Depository on behalf of the Noteholders on the Interim Conversion Settlement Date and the Registration Date in accordance with this Clause 10.1.

An Automatic Trigger Conversion will not constitute an event of default or the occurrence of any event related to the insolvency of the Issuer or entitle Noteholders to take any action to cause the Issuer to be declared bankrupt (*konkurs*) or for the liquidation (*likvidation*), winding-up or dissolution of the Issuer.

10.3 **No Optional Conversion or Cash Redemption**

The Notes are not at any time convertible into Conversion Shares at the option of the Noteholders or the Issuer and no amount in respect of the Notes is redeemable in cash as a result of an Automatic Trigger Conversion.

10.4 Automatic Trigger Conversion Procedure

- (a) Upon the occurrence of an Automatic Trigger Conversion, the Issuer shall give notice of such Automatic Trigger Conversion (an “**Automatic Trigger Conversion Notice**”) to Noteholders in accordance with Clause 25 (*Notices*) and to the Agent (the date on which such notice is given, the “**Automatic Trigger Conversion Notice Date**”), which notice, in addition to specifying that an Automatic Trigger Conversion has occurred, shall specify the Conversion Price. The Issuer shall further give notice to Noteholders in accordance with Clause 25 (*Notices*) and to the Agent as soon as reasonably practicable following the giving of the Automatic Trigger Conversion Notice of the details of the arrangements for the settlement of the Automatic Trigger Conversion, including the Settlement Shares Offer and the appointment of the Settlement Shares Offer Agent, the Interim Conversion Settlement Date, the expected Registration Date and any appointment of a Selling Agent (the “**Automatic Trigger Conversion Settlement Notice**”).
- (b) Any failure by the Issuer to give any such notice to or otherwise to so notify Noteholders will not in any way impact on the effectiveness of, or otherwise invalidate, any Automatic Trigger Conversion, or give Noteholders any rights as a result of such failure.

10.5 Conversion Shares

- (a) The number of Conversion Shares which are to be issued and delivered in respect of each Note on an Automatic Trigger Conversion shall be determined by dividing the aggregate principal amount of such Note outstanding immediately prior to the Conversion Date by the Conversion Price rounded down, if necessary, to the nearest whole number of Conversion Shares.
- (b) The Conversion Shares issued and delivered on an Automatic Trigger Conversion will be fully paid and will in all respects rank *pari passu* with the fully paid Class A Shares in issue on the date on which such Conversion Shares are registered in the Issuer’s share register through registration of such Conversion Shares in the relevant share accounts maintained with the Share Registrar following registration of the Conversion Shares with the SCRO (such date, the “**Registration Date**”), except in any such case for any right excluded by mandatory provisions of applicable law and except that such Conversion Shares will only carry a right to dividends, distributions or payments and other rights having a record date or other due date for the establishment or entitlement for which that falls on or after the Registration Date. If the Registration Date is to be other than as specified in the Automatic Trigger Conversion Settlement Notice, the Issuer shall give notice of such Registration Date to Noteholders in accordance with Clause 25 (*Notices*).
- (c) Prior to the Registration Date, such Conversion Shares will be registered in the Issuer’s share register through registration in the relevant share accounts maintained with the Share Registrar on an interim basis in accordance with the rules and procedures for the time being of the Share Registrar (the Conversion Shares so registered on an interim basis, the “**Interim Conversion Shares**”).

10.6 Delivery of Conversion Shares to Settlement Shares Depositary

- (a) Subject to paragraph (h) of Clause 10.7 (*Procedure for Settlement and Delivery of Conversion Shares to Noteholders*), the obligation of the Issuer to issue and deliver Conversion Shares to a Noteholder shall be satisfied by the delivery of the Interim Conversion Shares in respect of the Note(s) of such Noteholder to the Settlement Shares Depositary on the Interim Conversion Settlement Date and, following registration with the SCRO, the final delivery of such Conversion Shares to the Settlement Shares Depositary or the relevant holder, as the case may be, as soon as practicable following the Registration Date. Such delivery will be deemed to have occurred when the Interim Conversion Shares and Conversion Shares, respectively are registered in the name of the Settlement Shares Depositary or the relevant holder, as the case may be, by the Share Registrar as described in

Clause 10.5 (*Conversion Shares*) above. Receipt of the Conversion Shares by the Settlement Shares Depository and registration of the Conversion Shares with the SCRO shall discharge the Issuer's obligations in respect of the Notes.

- (b) Noteholders shall have recourse to the Issuer only for the issue and delivery of Conversion Shares to the Settlement Shares Depository and registration of the Conversion Shares with the SCRO pursuant to these Terms and Conditions. With effect on and from the delivery of any such Conversion Shares to the Settlement Shares Depository and their registration with the SCRO, a Noteholder shall have recourse only to the Settlement Shares Depository for the delivery of the relevant Conversion Shares to be delivered in respect of its Note(s) as determined in accordance with Clause 10.5 (*Conversion Shares*) or, in the circumstances described in Clause 10.7(a)(iv) and 10.8 (*Settlement Shares Offer*), any cash amounts to which that Noteholder is entitled under Clause 10.7(a)(iv) or 10.8, as the case may be.

10.7 Procedure for Settlement and Delivery of Conversion Shares to Noteholders

- (a) On any Automatic Trigger Conversion, the Conversion Shares to be issued and delivered shall be issued and delivered subject to and as provided below:
- (i) on the Interim Conversion Settlement Date and the Registration Date, the Issuer shall deliver (in accordance with Clause 10.6 (*Delivery of Conversion Shares to Settlement Shares Depository*)) to the Settlement Shares Depository or the relevant holder, as the case may be, such number of Conversion Shares as is required to satisfy in full its obligation to deliver Conversion Shares on the Interim Conversion Settlement Date and the Registration Date;
 - (ii) in order to obtain delivery of the relevant Conversion Shares from the Settlement Shares Depository upon any Automatic Trigger Conversion on or following the Offer Settlement Date, the relevant Noteholder must deliver a duly completed Delivery Notice to the Agent by no later than the fifth (5) Business Day (in the relevant place of delivery) immediately preceding the Offer Settlement Date (such fifth (5) Business Day, the "**Notice Cut-off Date**");
 - (iii) subject to completion of the Settlement Shares Offer and as otherwise provided herein, the Agent shall give instructions to the Settlement Shares Depository for the Conversion Shares not sold pursuant to the Settlement Shares Offer to be delivered by the Settlement Shares Depository on the Offer Settlement Date in accordance with the instructions given in the relevant Delivery Notice, provided that such duly completed Delivery Notice and the relevant Notes have been so delivered not later than the Notice Cut-off Date; and
 - (iv) in the case of any Noteholder which fails to deliver a duly completed Delivery Notice, together with the relevant Notes held by it, the relevant Conversion Shares shall, subject to the Settlement Shares Offer, continue to be held by the Settlement Shares Depository on behalf of such Noteholder until such Noteholder delivers a duly completed Delivery Notice, to the Agent as provided above or the sale of such Conversion Shares by a Selling Agent as provided below.

Subject to completion of the Settlement Shares Offer and there being Conversion Shares not sold pursuant to the Settlement Shares Offer, the Issuer may in its sole and absolute discretion (and the relevant Noteholders shall be deemed to agree thereto) elect to appoint prior to the Automatic Trigger Conversion a person (the "**Selling Agent**") to procure that all Conversion Shares held by the Settlement Shares Depository that are not sold pursuant to the Settlement Shares Offer and in respect of which a duly completed Delivery Notice and the relevant Notes have not been delivered on or before the Notice Cut-Off Date, shall be sold by the Selling Agent as soon as reasonably practicable.

In the relevant Automatic Trigger Conversion Settlement Notice, the Issuer shall notify Noteholders whether it has appointed a Selling Agent for the sale of any such Conversion

Shares. Subject to the deduction by or on behalf of each of the Selling Agent and the Settlement Shares Depository of any amount payable in respect of its liability to taxation and the payment of any capital, stamp, issue, registration and/or transfer taxes and duties (if any) and any fees or costs incurred by or on behalf of the Selling Agent or the Settlement Shares Depository in connection with the issue, allotment and sale thereof, the net proceeds of any such sale of Conversion Shares shall as soon as reasonably practicable be distributed rateably by the Settlement Shares Depository to the relevant Noteholders in accordance with Clause 8 (*Payments in respect of the Notes*) or in such other manner and at such time as shall be notified to the relevant Noteholders in accordance with Clause 25 (*Notices*) and to the Agent. Such payment shall for all purposes discharge the obligations of the Issuer, the Settlement Shares Depository and the Selling Agent in respect of the Automatic Trigger Conversion of the relevant Notes.

- (b) Delivery of the Conversion Shares by the Settlement Shares Depository to Noteholders will be made solely by book-entry with the Share Registrar and no physical share certificate will be delivered to any Noteholder in respect of any Conversion Share. Any Delivery Notice shall be irrevocable. Failure properly to complete and deliver a Delivery Notice and deliver the relevant Notes may result in such Delivery Notice being treated as null and void, and the sale of any applicable Conversion Shares to which the relevant Noteholder may be entitled in accordance with this Clause 10.7. Any determination as to whether any Delivery Notice has been properly completed and delivered together with the relevant Note(s) as provided in this Clause 10.7 shall be made by the Settlement Shares Depository in its sole discretion and shall, in the absence of manifest error, be conclusive and binding on the relevant Noteholder.
- (c) For so long as any Conversion Shares are held by the Settlement Shares Depository on behalf of a Noteholder, the Settlement Shares Depository, subject to applicable laws, shall also hold any Cash Dividends and any other dividends or rights distributed to all other Shareholders as a class in respect of such Conversion Shares for such Noteholder. The Settlement Shares Depository shall use its reasonable endeavours to sell any such rights in the open market before expiry and it shall hold the cash proceeds received from such sale (after deduction of any costs or expenses incurred by it in relation thereto) on behalf of each Noteholder. Cash Dividend(s) (and other dividends or rights or proceeds therefrom) shall be paid to the relevant Noteholder in accordance with the instructions given in the relevant Delivery Notice or otherwise in accordance with Clause 8 (*Payments in respect of the Notes*).
- (d) The Issuer, the Settlement Shares Depository and the Selling Agent shall have no liability in respect of the exercise or non-exercise of any discretion or power pursuant to this Clause 10.7 or in respect of any sale of any Conversion Shares or rights, whether for the timing of any such sale or the price at or manner in which any such Conversion Shares or rights are sold or the inability to sell any such Conversion Shares or rights.
- (e) If the Issuer does not appoint the Selling Agent prior to the Automatic Trigger Conversion, or if any Conversion Shares are not sold by the Selling Agent in accordance with this Clause 10.7, such Conversion Shares shall continue to be held by the Settlement Shares Depository until the relevant Noteholder delivers a duly completed Delivery Notice and the relevant Notes.
- (f) Any costs incurred by the Settlement Shares Depository or any parent, subsidiary or affiliate of the Settlement Shares Depository in connection with the holding by the Settlement Shares Depository of any Conversion Shares and any amount received in respect thereof shall be deducted by the Settlement Shares Depository from such amount prior to the delivery of such Conversion Shares and payment of such amount to the relevant Noteholder.
- (g) Neither the Settlement Shares Depository nor the Issuer shall have any liability to any Noteholder for any loss resulting from such Noteholder not receiving any Conversion Shares (or cash proceeds) or from any delay in the receipt thereof, in each case as a result of such Noteholder failing to deliver a duly completed Delivery Notice and the relevant Notes on a timely basis or at all.

- (h) If the Issuer has been unable to appoint a Settlement Shares Depository prior to the Automatic Trigger Conversion, it shall make such other arrangements prior to the Automatic Trigger Conversion for the issuance and/or delivery of the Conversion Shares to the Noteholders as it shall consider reasonable in the circumstances, which may include issuing the Conversion Shares to the Noteholders directly, which issuance shall irrevocably and automatically release all of the Issuer's obligations under the Notes as if the Conversion Shares had been issued to the Settlement Shares Depository. In such circumstances, the Issuer will specify details about the relevant arrangements in the Automatic Trigger Conversion Settlement Notice.

10.8 Settlement Shares Offer

- (a) Prior to the Automatic Trigger Conversion, the Issuer shall appoint a placement agent (the "**Settlement Shares Offer Agent**") acting on behalf, and for the account, of the Noteholders to conduct an offering of the Conversion Shares (the "**Settlement Shares Offer**"), which Settlement Shares Offer Agent may be the Issuer or a third party. The Settlement Shares Offer shall be made on a *pro rata* basis to all shareholders of the Issuer on the applicable record date who are eligible to participate in the Settlement Shares Offer, subject to applicable laws and regulations.
- (b) In the relevant Automatic Trigger Conversion Settlement Notice, the Issuer shall notify Noteholders of the appointment of the Settlement Shares Offer Agent to conduct the Settlement Shares Offer. The Settlement Shares Depository shall deliver the relevant Conversion Shares to or to the order of the Settlement Shares Offer Agent for this purpose prior to the end of the Offer Settlement Period (as defined below).
- (c) The Conversion Shares shall be offered to such shareholders pursuant to the Settlement Shares Offer at a price per Conversion Share equal to the Conversion Price plus the amount necessary to provide for the payment by subscribing shareholders of the Settlement Shares Offer Expenses (as defined below) in order that the cash proceeds received from the Settlement Shares Offer will result in the payment to Noteholders in respect of each Conversion Share to which they would otherwise have been entitled of an amount not less than the Conversion Price. The Settlement Shares Offer shall be completed in a period of no more than 40 Business Days from (and including) the Business Day immediately following the Conversion Date to (and including) the date of completion of the Settlement Shares Offer (such period, the "**Offer Settlement Period**"). Neither the Issuer nor the Settlement Shares Depository shall incur any liability whatsoever to the Noteholders in respect of the appointment of the Settlement Shares Offer Agent or its conduct.
- (d) In the event of the Settlement Shares Offer being fully subscribed by or before the end of the Offer Settlement Period, Noteholders shall, pursuant to the agreement appointing the Settlement Shares Offer Agent, be entitled to receive from the Settlement Shares Offer Agent on the fifth (5) Business Day from (and including) the Business Day immediately following the end of the Offer Settlement Period (the "**Offer Settlement Date**"), in respect of each Conversion Share to which they were otherwise entitled, the cash proceeds realised from such sale of such Conversion Share in the Settlement Shares Offer after the deduction by or on behalf of the Settlement Shares Offer Agent and the Settlement Shares Depository of any amount payable in respect of its liability to taxation and the payment of any capital, stamp, issue, registration and/or transfer taxes and duties (if any) and any fees or costs incurred by or on behalf of the Issuer, the Settlement Shares Offer Agent or the Settlement Shares Depository in connection with the issue, allotment and sale thereof (the "**Settlement Shares Offer Expenses**") (being an amount not less than the Conversion Price). In the event that the Settlement Shares Offer is only partially subscribed, Noteholders shall in aggregate be entitled to receive from the Settlement Shares Offer Agent, pursuant to the agreement appointing the Settlement Shares Offer Agent, on a *pro rata* basis (a) the cash proceeds realised from the sale of the relevant Conversion Shares in such Settlement Shares Offer (after the deduction of the Settlement Shares Offer Expenses), which shall be an amount not less than the Conversion Price multiplied by the aggregate number of Conversion Shares

sold on the Offer Settlement Date, together with (b) the number of Conversion Shares not subscribed pursuant to the Settlement Shares Offer on the dates described in Clause 10.7 (*Procedure for Settlement and Delivery of Conversion Shares to Noteholders*) from the Settlement Shares Depository. In the case that no Conversion Shares are subscribed in the Settlement Shares Offer, Noteholders shall be entitled to receive the relevant Conversion Shares on the dates described in Clause 10.7 (*Procedure for Settlement and Delivery of Conversion Shares to Noteholders*) from the Settlement Shares Depository.

- (e) The Issuer shall give notice of the Offer Settlement Date and the Notice Cut-off Date to Noteholders in accordance with Clause 25 (*Notices*) promptly following the commencement of the Settlement Shares Offer, which Notice Cut-off Date shall be not less than 10 Business Days following the date of such notice.

10.9 Taxes and Duties

A Noteholder, Settlement Shares Offer Agent or Selling Agent must pay (in the case of the Settlement Shares Offer Agent or the Selling Agent by means of deduction from the net proceeds of sale referred to in Clause 10.7 (*Procedure for Settlement and Delivery of Conversion Shares to Noteholders*) and 10.8 (*Settlement Shares Offer*)) any taxes and capital, stamp, issue and registration and transfer taxes or duties arising on Automatic Trigger Conversion and such Noteholder, Settlement Shares Offer Agent or the Selling Agent (as the case may be) must pay (in the case of the Settlement Shares Offer Agent or the Selling Agent, by way of deduction from the net proceeds of sale as aforesaid) all, if any, taxes arising by reference to any disposal or deemed disposal of a Note or interest therein.

10.10 Fractions

Fractions of Conversion Shares will not be issued and delivered on Automatic Trigger Conversion and no cash payment or other adjustment will be made in lieu thereof. Without prejudice to the generality of the foregoing, if one or more Delivery Notices and the related Notes are received by or on behalf of the Settlement Shares Depository such that the Conversion Shares to be delivered by the Settlement Shares Depository are to be registered in the same name, the number of such Conversion Shares to be delivered in respect thereof shall be calculated on the basis of the aggregate principal amount of such Notes being so converted and rounded down to the nearest whole number of Conversion Shares.

Where Conversion Shares are to be issued and delivered to the Selling Agent pursuant to Clause 10.7 (*Procedure for Settlement and Delivery of Conversion Shares to Noteholders*) above, the number of Conversion Shares to be so issued and delivered shall be calculated on the basis of the aggregate principal amount of the Notes to be converted in respect of which such issue and delivery is to be made and rounded down, if necessary, to the nearest whole number of Conversion Shares.

10.11 Adjustment of Floor Price

Upon the happening of any of the events described below, the Floor Price shall be adjusted as follows:

- (a) If and whenever there shall be a consolidation (*sammanläggning*), reclassification (*omvandling*) or subdivision (*uppdelning*) affecting the number of Class A Shares, the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to such consolidation, reclassification or subdivision by the following fraction:

$$\frac{A}{B}$$

where:

- A is the aggregate number of Class A Shares in issue immediately before such consolidation, reclassification/redesignation or subdivision, as the case may be; and

B is the aggregate number of Class A Shares in issue immediately after, and as a result of, such consolidation, reclassification/re-designation or subdivision, as the case may be;

Such adjustment shall become effective on the date the consolidation, reclassification or subdivision, as the case may be, takes effect.

- (b) If and whenever the Issuer shall issue any Class A Shares credited as fully paid to Shareholders by way of capitalisation of profits or reserves (*fondemission*) (including any share premium account or capital redemption reserve) other than (i) where any such Class A Shares are or are to be issued instead of the whole or part of a Dividend in cash which the Shareholders would or could otherwise have elected to receive, (ii) where the Shareholders may elect to receive a Dividend in cash in lieu of such Class A Shares or (iii) where any such Class A Shares are or are expressed to be issued in lieu of a Dividend (whether or not a cash Dividend equivalent or amount is announced or would otherwise be payable to Shareholders, whether at their election or otherwise), the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to such issue by the following fraction:

$$\frac{A}{B}$$

where:

A is the aggregate number of Class A Shares in issue immediately before such issue; and

B is the aggregate number of Class A Shares in issue immediately after such issue.

Such adjustment shall become effective on the date of issue of such Class A Shares.

- (c) (i) If and whenever the Issuer shall pay any Extraordinary Dividend to Shareholders, the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

A is the Current Market Price of one Class A Share on the Effective Date; and

B is the portion of the Fair Market Value of the aggregate Extraordinary Dividend attributable to one Class A Share, with such portion being determined by dividing the Fair Market Value of the aggregate Extraordinary Dividend by the number of Class A Shares entitled to receive the relevant Dividend.

Such adjustment shall become effective on the Effective Date or, if later, the first date upon which the Fair Market Value of the relevant Extraordinary Dividend can be determined.

“**Effective Date**” means, in respect of this Clause 10.11(c)(i), the first date on which the Class A Shares are traded ex-the relevant Cash Dividend on the Relevant Stock Exchange.

“**Extraordinary Dividend**” means any Cash Dividend which is expressed by the Issuer or declared by the Board of Directors of the Issuer to be a capital distribution, extraordinary dividend, extraordinary distribution, special dividend, special

distribution or return of value to Shareholders or any analogous or similar term, in which case the Extraordinary Dividend shall be such Cash Dividend.

- (ii) If and whenever the Issuer shall pay or make any Non-Cash Dividend to Shareholders, the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

- A is the Current Market Price of one Class A Share on the Effective Date; and
- B is the portion of the Fair Market Value of the aggregate Non-Cash Dividend attributable to one Class A Share, with such portion being determined by dividing the Fair Market Value of the aggregate Non-Cash Dividend by the number of Class A Shares entitled to receive the relevant Non-Cash Dividend (or, in the case of a purchase, redemption or buy back of Class A Shares or any depositary or other receipts or certificates representing Class A Shares by or on behalf of the Issuer or any member of the SEB Group, by the number of Class A Shares in issue immediately following such purchase, redemption or buy back, and treating as not being in issue any Class A Shares, or any Class A Shares represented by depositary or other receipts or certificates, purchased, redeemed or bought back).

Such adjustment shall become effective on the Effective Date or, if later, the first date upon which the Fair Market Value of the relevant Non-Cash Dividend is capable of being determined as provided herein.

“**Effective Date**” means, in respect of this Clause 10.11(c)(ii), the first date on which the Class A Shares are traded ex-the relevant Dividend on the Relevant Stock Exchange or, in the case of a purchase, redemption or buy back of Class A Shares or any depositary or other receipts or certificates representing Class A Shares by or on behalf of the Issuer or any member of the SEB Group, the date on which such purchase, redemption or buy back is made (or, in any such case if later, the first date upon which the Fair Market Value of the relevant Dividend is capable of being determined as provided herein) or in the case of a Spin-Off, the first date on which the Class A Shares are traded ex-the relevant Spin-Off on the Relevant Stock Exchange.

- (iii) For the purposes of the above, Fair Market Value shall (subject as provided in paragraph (a) of the definition of “Dividend” and in the definition of “Fair Market Value”) be determined as at the Effective Date.
- (iv) In making any calculations for the purposes of this Clause 10.11(c), such adjustments (if any) shall be made as an Independent Financial Adviser may determine in good faith to be appropriate to reflect (i) any consolidation or subdivision of any Class A Shares or (ii) the issue of Class A Shares by way of capitalisation of profits or reserves (or any like or similar event) or (iii) any increase in the number of Class A Shares in issue in the relevant year in question.
- (d) If and whenever the Issuer shall issue Class A Shares to Shareholders as a class by way of rights, or the Issuer or any member of the SEB Group or (at the direction or request or pursuant to any arrangements with the Issuer or any member of the SEB Group) any other company, person or entity shall issue or grant to Shareholders as a class by way of rights,

any options, warrants or other rights to subscribe for or purchase or otherwise acquire any Class A Shares, or any Securities which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or the right to acquire, any Class A Shares (or shall grant any such rights in respect of existing Securities so issued), in each case at a price per Class A Share which is less than 95 per cent. of the Current Market Price per Class A Share on the Effective Date, the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Class A Shares in issue on the Effective Date;
- B is the number of Class A Shares which the aggregate consideration (if any) receivable for the Class A Shares issued by way of rights, or for the Securities issued by way of rights, or for the options or warrants or other rights issued or granted by way of rights and for the total number of Class A Shares deliverable on the exercise thereof, would purchase at such Current Market Price per Class A Share; and
- C is the number of Class A Shares to be issued or, as the case may be, the maximum number of Class A Shares which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights or upon conversion or exchange or exercise of rights of subscription or purchase or other rights of acquisition in respect thereof at the initial conversion, exchange, subscription, purchase or acquisition price or rate,

provided that if, on the Effective Date, such number of Class A Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time, then for the purposes of this Clause 10.11(d), "C" shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Effective Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on the Effective Date.

Such adjustment shall become effective on the Effective Date.

"**Effective Date**" means, in respect of this Clause 10.11(d), the first date on which the Class A Shares are traded ex-rights, ex-options or ex-warrants on the Relevant Stock Exchange.

- (e) If and whenever the Issuer or any member of the SEB Group or (at the direction or request or pursuant to any arrangements with the Issuer or any member of the SEB Group) any other company, person or entity shall issue any Securities (other than Class A Shares or options, warrants or other rights to subscribe for or purchase or otherwise acquire any Class A Shares or Securities which by their terms carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or rights to otherwise acquire, Class A Shares) to Shareholders as a class by way of rights or grant to Shareholders as a class by way of rights any options, warrants or other rights to subscribe for or purchase or otherwise acquire any Securities (other than Class A Shares or options, warrants or other rights to subscribe for or purchase or otherwise acquire Class A Shares or Securities which by their term carry (directly or indirectly) rights of conversion into, or exchange or subscription for, rights to otherwise acquire, Class A Shares), the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

- A is the Current Market Price of one Class A Share on the Effective Date; and

B is the Fair Market Value on the Effective Date of the portion of the rights attributable to one Class A Share.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Clause 10.11(e), the first date on which the Class A Shares are traded ex-the relevant Securities or ex-rights, ex-option or ex-warrants on the Relevant Stock Exchange.

- (f) If and whenever the Issuer shall issue (otherwise than as mentioned in Clause 10.11(d) above) wholly for cash or for no consideration any Class A Shares (other than Class A Shares issued on conversion of the Notes or on the exercise of any rights of conversion into, or exchange or subscription for or purchase of, or right to otherwise acquire Class A Shares) or if and whenever the Issuer or any member of the SEB Group or (at the direction or request or pursuant to any arrangements with the Issuer or any member of the SEB Group) any other company, person or entity shall issue or grant (otherwise than as mentioned in Clause 10.11(d) above) wholly for cash or for no consideration any options, warrants or other rights to subscribe for or purchase or otherwise acquire any Class A Shares (other than the Notes, which term shall for this purpose include any Other Contingently Convertible Securities), in each case at a price per Class A Share which is less than 95 per cent. of the Current Market Price per Class A Share on the date of the first public announcement of the terms of such issue or grant, the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Class A Shares in issue immediately before the issue of such Class A Shares or the grant of such options, warrants or rights;
- B is the number of Class A Shares which the aggregate consideration (if any) receivable for the issue of such Class A Shares or, as the case may be, for the Class A Shares to be issued or otherwise made available upon the exercise of any such options, warrants or rights, would purchase at such Current Market Price per Class A Share on the date of the first public announcement of the terms of such issue or grant; and
- C is the number of Class A Shares to be issued pursuant to such issue of such Class A Shares or, as the case may be, the maximum number of Class A Shares which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights,

provided that if, on the Effective Date, such number of Class A Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time, then for the purposes of this Clause 10.11(f), “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Effective Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on the Effective Date.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Clause 10.11(f), the date of issue of such Class A Shares or, as the case may be, the grant of such options, warrants or rights.

- (g) If and whenever the Issuer or any member of the SEB Group or (at the direction or request of or pursuant to any arrangements with the Issuer or any member of the SEB Group) any other company, person or entity (otherwise than as mentioned in Clauses 10.11(d), 10.11(e) or Clause 10.11(f) above) shall issue wholly for cash or for no consideration any Securities (other than the Notes, which term shall for this purpose include any Other Contingently Convertible Securities) which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, purchase of, or rights to otherwise acquire,

Class A Shares (or shall grant any such rights in respect of existing Securities so issued) or Securities which by their terms might be reclassified/re-designated as Class A Shares, and the consideration per Class A Share receivable upon conversion, exchange, subscription, purchase, acquisition or redesignation is less than 95 per cent. of the Current Market Price per Class A Share on the date of the first public announcement of the terms of issue of such Securities (or the terms of such grant), the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Class A Shares in issue immediately before such issue or grant (but where the relevant Securities carry rights of conversion into or rights of exchange or subscription for, purchase of, or rights to otherwise acquire Class A Shares which have been issued, purchased or acquired by the Issuer or any member of the SEB Group (or at the direction or request or pursuant to any arrangements with the Issuer or any member of the SEB Group) for the purposes of or in connection with such issue, less the number of such Class A Shares so issued, purchased or acquired);
- B is the number of Class A Shares which the aggregate consideration (if any) receivable for the Class A Shares to be issued or otherwise made available upon conversion or exchange or upon exercise of the right of subscription, purchase or acquisition attached to such Securities or, as the case may be, for the Class A Shares to be issued or to arise from any such reclassification/re-designation would purchase at such Current Market Price per Class A Share; and
- C is the maximum number of Class A Shares to be issued or otherwise made available upon conversion or exchange of such Securities or upon the exercise of such right of subscription attached thereto at the initial conversion, exchange, subscription, purchase or acquisition price or rate or, as the case may be, the maximum number of Class A Shares which may be issued or arise from any such reclassification/re-designation;.

provided that if, on the Effective Date, such number of Class A Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such Securities are converted or exchanged or rights of subscription, purchase or acquisition are exercised or, as the case may be, such Securities are reclassified/re-designated or at such other time as may be provided), then for the purposes of this Clause 10.11(g), "C" shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Effective Date and as if such conversion, exchange, subscription, purchase or acquisition or, as the case may be, reclassification/re-designation had taken place on the Effective Date.

Such adjustment shall become effective on the Effective Date.

"Effective Date" means, in respect of this Clause 10.11(g), the date of issue of such Securities or, as the case may be, the grant of such rights.

- (h) If and whenever there shall be any modification of the rights of conversion, exchange, subscription, purchase or acquisition attaching to any such Securities (other than the Notes, which term shall for this purpose include any Other Contingently Convertible Securities) as are mentioned in Clause 10.11(g) above (other than in accordance with the terms (including terms as to adjustment) applicable to such Securities upon issue) so that following such modification the consideration per Class A Share receivable has been reduced and is less than 95 per cent. of the Current Market Price per Class A Share on the date of the first public announcement of the proposals for such modification, the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Class A Shares in issue immediately before such modification (but where the relevant Securities carry rights of conversion into or rights of exchange or subscription for, or purchase or acquisition of, Class A Shares which have been issued, purchased or acquired by the Issuer or any member of the SEB Group (or at the direction or request or pursuant to any arrangements with the Issuer or any member of the SEB Group) for the purposes of or in connection with such Securities, less the number of such Class A Shares so issued, purchased or acquired);
- B is the number of Class A Shares which the aggregate consideration (if any) receivable for the Class A Shares to be issued or otherwise made available upon conversion or exchange or upon exercise of the right of subscription, purchase or acquisition attached to the Securities so modified would purchase at such Current Market Price per Class A Share or, if lower, the existing conversion, exchange, subscription, purchase or acquisition price or rate of such Securities; and
- C is the maximum number of Class A Shares which may be issued or otherwise made available upon conversion or exchange of such Securities or upon the exercise of such rights of subscription, purchase or acquisition attached thereto at the modified conversion, exchange, subscription, purchase or acquisition price or rate but giving credit in such manner as an Independent Financial Adviser in good faith shall consider appropriate for any previous adjustment under this Clause 10.11(h) or Clause 10.11(g) above;

provided that if, on the Effective Date, such number of Class A Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such Securities are converted or exchanged or rights of subscription, purchase or acquisition are exercised or at such other time as may be provided) then for the purposes of this Clause 10.11(h), “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Effective Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on the Effective Date.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Clause 10.11(h), the date of modification of the rights of conversion, exchange, subscription, purchase or acquisition attaching to such Securities.

- (i) If and whenever the Issuer or any member of the SEB Group or (at the direction or request of or pursuant to any arrangements with the Issuer or any member of the SEB Group) any other company, person or entity shall offer any Securities in connection with which Shareholders as a class are entitled to participate in arrangements whereby such Securities may be acquired by them (except where the Floor Price falls to be adjusted under Clauses 10.11(b), 10.11(c), 10.11(d), 10.11(e) or 10.11(f) above or Clause 10.11(j) below (or would fall to be so adjusted if the relevant issue or grant was at less than 95 per cent. of the Current Market Price per Class A Share on the relevant dealing day)) the Floor Price shall be adjusted by multiplying the Floor Price in force immediately before the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

- A is the Current Market Price of one Class A Share on the Effective Date; and

B is the Fair Market Value on the Effective Date of the portion of the relevant offer attributable to one Class A Share.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Clause 10.11(i), the first date on which the Class A Shares are traded ex-rights on the Relevant Stock Exchange.

- (j) If the Issuer determines that a reduction to the Floor Price should be made for whatever reason, the Floor Price will be reduced (either generally or for a specified period as notified to Noteholders) in such manner and with effect from such date as the Issuer shall determine and notify to the Noteholders

Notwithstanding the foregoing provisions:

- (A) where the events or circumstances giving rise to any adjustment pursuant to this Clause 10.11 have already resulted or will result in an adjustment to the Floor Price or where the events or circumstances giving rise to any adjustment arise by virtue of any other events or circumstances which have already given or will give rise to an adjustment to the Floor Price or where more than one event which gives rise to an adjustment to the Floor Price occurs within such a short period of time that, in the opinion of the Issuer, a modification to the operation of the adjustment provisions is required to give the intended result, such modification shall be made to the operation of the adjustment provisions as may be determined in good faith by an Independent Financial Adviser to be in its opinion appropriate to give the intended result; and
- (B) such modification shall be made to the operation of these Terms and Conditions as may be determined in good faith by an Independent Financial Adviser to be in its opinion appropriate (i) to ensure that an adjustment to the Floor Price or the economic effect thereof shall not be taken into account more than once and (ii) to ensure that the economic effect of a Dividend is not taken into account more than once.

For the purpose of any calculation of the consideration receivable or price pursuant to paragraphs (d), (f), (g) and (h) of Clause 10.11, the following provisions shall apply:

- (1) the aggregate consideration receivable or price for Class A Shares issued for cash shall be the amount of such cash;
- (2) (x) the aggregate consideration receivable or price for Class A Shares to be issued or otherwise made available upon the conversion or exchange of any Securities shall be deemed to be the consideration or price received or receivable for any such Securities and (y) the aggregate consideration receivable or price for Class A Shares to be issued or otherwise made available upon the exercise of rights of subscription attached to any Securities or upon the exercise of any options, warrants or rights shall be deemed to be that part (which may be the whole) of the consideration or price received or receivable for such Securities or, as the case may be, for such options, warrants or rights which are attributed by the Issuer to such rights of subscription or, as the case may be, such options, warrants or rights or, if no part of such consideration or price is so attributed, the Fair Market Value of such rights of subscription or, as the case may be, such options, warrants or rights as at the relevant Effective Date as referred to in paragraphs (d), (f), (g) and (h) of Clause 10.11, as the case may be, plus in the case of each of (x) and (y) above, the additional minimum consideration receivable or price (if any) upon the conversion or exchange of such Securities, or upon the exercise of such rights or subscription attached thereto or, as the case may be, upon exercise of such options, warrants or rights and (z) the consideration receivable or price per Class A Share upon the conversion or exchange of, or upon the exercise of such rights of subscription attached to, such Securities or, as the case may be, upon the exercise of such options, warrants or rights shall be the aggregate consideration or price referred to in (x) or (y) above (as the case may be) divided by the number of Class

A Shares to be issued upon such conversion or exchange or exercise at the initial conversion, exchange or subscription price or rate;

- (3) if the consideration or price determined pursuant to (1) or (2) above (or any component thereof) shall be expressed in a currency other than the SEK, it shall be converted into the SEK on the relevant Effective Date (in the case of (1) above) or the relevant date of first public announcement (in the case of (2) above);
- (4) in determining the consideration or price pursuant to the above, no deduction shall be made for any commissions or fees (howsoever described) or any expenses paid or incurred for any underwriting, placing or management of the issue of the relevant Class A Shares or Securities or options, warrants or rights, or otherwise in connection therewith; and
- (5) the consideration or price shall be determined as provided above on the basis of the consideration or price received, receivable, paid or payable regardless of whether all or part thereof is received, receivable, paid or payable by or to the Issuer or another entity.

10.12 **Decision of an Independent Financial Adviser**

If any doubt shall arise as to whether an adjustment falls to be made to the Floor Price or as to the appropriate adjustment to the Floor Price, and following consultation between the Issuer and an Independent Financial Adviser, a written determination of such Independent Financial Adviser in respect thereof shall be conclusive and binding on all parties, save in the case of manifest error.

10.13 **Share or Option Schemes**

No adjustment will be made to the Floor Price where Class A Shares or other Securities (including rights, warrants and options) are issued, offered, exercised, allotted, purchased, appropriated, modified or granted to, or for the benefit of, employees or former employees (including directors holding or formerly holding executive or non-executive office or the personal service company of any such person) or their spouses or relatives, in each case, of the Issuer or any of member of the SEB Group or any associated company or to a trustee or trustees to be held for the benefit of any such person, in any such case pursuant to any share or option or similar scheme.

10.14 **Rounding Down and Notice of Adjustment to the Floor Price**

- (a) On any adjustment, the resultant Floor Price, if a number of more decimal places than the initial Floor Price, shall be rounded down to such decimal place. No adjustment shall be made to the Floor Price where such adjustment (rounded down if applicable) would be less than 1 per cent. of the Floor Price then in effect. Any adjustment not required to be made and/or any amount by which the Floor Price has been rounded down, shall be carried forward and taken into account in any subsequent adjustment, and such subsequent adjustment shall be made on the basis that the adjustment not required to be made had been made at the relevant time and/or, as the case may be, that the relevant rounding down had not been made.
- (b) Notice of any adjustments to the Floor Price shall be given by the Issuer to Noteholders in accordance with Clause 25 (*Notices*) and to the Agent promptly after the determination thereof.

10.15 **Purchase or Redemption of Class A Shares**

The Issuer or any member of the SEB Group may exercise such rights as it may from time to time enjoy to purchase or redeem or buy back any shares of the Issuer (including Class A Shares) or any depositary or other receipts or certificates representing the same without the consent of the Noteholders.

11. REDEMPTION AND REPURCHASE OF THE NOTES

11.1 Permission from the SFSA

The Issuer, or any other company forming part of the SEB Group, may not redeem, purchase, substitute or vary, as contemplated by this Clause 11 (*Redemption and repurchase of the Notes*), any Notes without obtaining the prior written permission of the SFSA and in accordance with the Applicable Capital Regulations (including any pre-conditions set out therein at the relevant time). Any refusal by the SFSA to give its permission shall not constitute an event of default for any purpose.

11.2 No scheduled redemption

11.2.1 The Notes are perpetual and have no fixed date for redemption. The Issuer may only redeem the Notes in the circumstances described in this Clause 11 (*Redemption and repurchase of the Notes*).

11.2.2 The Notes are not redeemable at the option of the Noteholders at any time and the Noteholders shall have no right to accelerate the Notes or other remedies or sanctions against the Issuer for any breach of these Terms and Conditions by the Issuer, other than as set out in Clause 15 (*Bankruptcy or liquidation*).

11.3 Redemption at the option of the Issuer

Subject to Clause 11.1 (*Permission from the SFSA*) and giving notice in accordance with Clause 11.7 (*Notice of redemption, substitution or variation*), the Issuer may redeem all (but not some only) outstanding Notes on any Business Day falling on or at any time after the First Call Date.

11.4 Purchase of Notes by the Issuer and related companies

Subject to applicable regulations and to Clause 11.1 (*Permission from the SFSA*), the Issuer or other company forming part of the SEB Group, may at any time and at any price purchase Notes on the market or in any other way and at any price. Notes held by the Issuer will be cancelled and Notes held by any other company forming part of the SEB Group may at its discretion be retained or sold.

11.5 Redemption, substitution or variation upon the occurrence of a Capital Event or Tax Event

If a Capital Event or Tax Event occurs, the Issuer may, at its option, but subject to Clause 11.1 (*Permission from the SFSA*) and giving notice in accordance with Clause 11.7 (*Notice of redemption, substitution or variation*) at any time:

- (a) redeem all (but not some only) outstanding Notes; or
- (b) substitute or vary the terms of all (but not some only) of the outstanding Notes without any requirement for the consent or approval of the Noteholders, so that they become or remain, as applicable, Qualifying Additional Tier 1 Securities, provided that such substitution or variation does not itself give rise to any right of the Issuer to redeem, substitute or vary the terms of the Notes in accordance with this Clause 11.5 (*Redemption, substitution or variation upon the occurrence of a Capital Event or Tax Event*) in relation to the Qualifying Additional Tier 1 Securities so substituted or varied.

11.6 Redemption amount

The Notes shall be redeemed at a price per Note equal to the Nominal Amount together with accrued but unpaid Interest.

11.7 **Notice of redemption, substitution or variation**

11.7.1 Any redemption, substitution or variation in accordance with Clauses 11.3 (*Redemption at the option of the Issuer*) and 11.5 (*Redemption, substitution or variation upon the occurrence of a Capital Event or Tax Event*) shall be made by the Issuer having given:

- (a) not more than 30 Business Days and not less than ten (10) Business Days' notice to the Noteholders; and
- (b) not less than one (1) Business Days' notice (or such lesser period as may be agreed between the Issuer and the Agent) before the giving of the notice referred to in paragraph (a) above to the Agent.

in each case notice shall be given in accordance with Clause 25 (*Notices*). Any such notice is irrevocable and, upon expiry of the notice period, the Issuer is bound to redeem the Notes.

11.7.2 Notwithstanding Clause 11.7.1, if a Trigger Event occurs following a notice being given in accordance with Clause 11.7.1 but prior to the relevant redemption of the Notes, such notice shall be of no force and effect and Clause 10 (*Loss Absorption*) shall apply, and, for the avoidance of doubt, no redemption shall occur.

12. **INFORMATION TO NOTEHOLDERS**

12.1 **Information from the Issuer**

Subject to Clause 15.1, the Issuer shall make the following information available to the Noteholders and the Agent by way of publication on the website of the Issuer:

- (a) as soon as the same become available, but in any event within five (5) months after the end of each financial year, audited consolidated financial statements of the SEB Group for that financial year prepared in accordance with the Accounting Principles; and
- (b) as soon as the same become available, but in any event within two (2) months after the end of each quarter of its financial year, consolidated financial statements or the year-end report (*bokslutskommuniké*) (as applicable) of the SEB Group for such period prepared in accordance with the Accounting Principles.

12.2 **Information from the Agent**

Subject to the restrictions of any agreement regarding the non-disclosure of information received from the Issuer, the Agent is entitled to disclose to the Noteholders any event or circumstance directly or indirectly relating to the Issuer or the Notes. Notwithstanding the foregoing, the Agent may if it considers it to be beneficial to the interests of the Noteholders delay disclosure or refrain from disclosing certain information.

12.3 **Information among the Noteholders**

Subject to applicable regulations, the Agent shall promptly upon request by a Noteholder forward by post any information from such Noteholder to the Noteholders which relates to the Notes (unless, in the opinion the Agent, such request is vexatious or frivolous). The Agent may require that the requesting Noteholder or the Issuer reimburses any costs or expenses incurred, or to be incurred, by it in doing so (including a reasonable fee for its work).

12.4 **Availability of Finance Documents**

The latest version of these Terms and Conditions (including any document amending these Terms and Conditions) shall be available on the websites of the Issuer and the Agent.

13. ADMISSION TO TRADING

- 13.1 Subject to Clause 13.3, the Issuer shall use reasonable efforts to ensure that the Notes are admitted to trading on Nasdaq Stockholm within thirty (30) days from the Issue Date or, if such admission to trading is not possible to obtain, admitted to trading on another Regulated Market.
- 13.2 Subject to Clause 13.3, the Issuer shall, following the admission to trading, use reasonable efforts to maintain the admission to trading as long as any Notes are outstanding, however not longer than up to and including the last day of which the admission to trading can reasonably, pursuant to the applicable regulations of the Regulated Market and the CSD Regulations, subsist.
- 13.3 For the avoidance of doubt, neither a Noteholder nor the Agent has the right to accelerate the Notes or otherwise request a prepayment or redemption of the Notes if a failure to admit to trading the Notes or maintain an admission to trading of the Notes in accordance with Clause 13.1 or 13.2 above occurs.

14. UNDERTAKINGS

- 14.1 Subject to Clause 14.2, whilst any Note remains outstanding, the Issuer will, save with the approval by the Noteholders in accordance with Clause 17 (*Decisions by Noteholders*):
- (a) not make any issue, grant or distribution or take or omit to take any other action if the effect thereof would be that, on Conversion, Class A Shares could not, under any applicable law then in effect, be legally issued as fully paid;
 - (b) if any offer is made to all (or as nearly as may be practicable all) Shareholders (or all (or as nearly as may be practicable all) such Shareholders other than the offeror and/or any associates of the offeror) to acquire all or a majority of the issued Class A Shares, or if a scheme is proposed with regard to such acquisition, give notice of such offer or scheme to the Noteholders at the same time as any notice thereof is sent to the Shareholders (or as soon as practicable thereafter) and, where such an offer or scheme has been recommended by the board of directors of the Issuer, or where such an offer has become or been declared unconditional in all respects or such scheme has become effective, use all reasonable endeavours to procure that a like offer or scheme is extended to the holders of any Conversion Shares issued during the period of the offer or scheme and/or to the Noteholders;
 - (c) issue, allot and deliver Class A Shares upon Conversion subject to and as provided in Clause 10 (*Loss Absorption*);
 - (d) use all reasonable endeavours to ensure that its issued and outstanding Class A Shares and the Class A Shares issued upon Conversion will be admitted to listing and trading on the Relevant Stock Exchange or will be listed and/or admitted to trading on another recognised stock exchange;
 - (e) ensure that all necessary steps are taken for the registration with the SCRO of the Conversion Shares as soon as practicable following the relevant Conversion Date and that on the business day in Stockholm immediately following such registration (which date shall be not later than one month following (or such other period as Applicable Capital Regulations may require) the Conversion Date) the Issuer will register or procure that there is registered in the Issuer's share register through registration in the share accounts maintained with the Share Registrar the Settlement Shares Depository or other relevant holder of the relevant number of Conversion Shares and, pending such registration with the SCRO, procure that such Conversion Shares are registered on an interim basis in the Issuer's share register through registration in the share accounts maintained with the Share Registrar as soon as practicable following the relevant Conversion Date;
 - (f) at all times keep available for issue, free from pre-emptive rights out of its authorised but unissued capital, sufficient authorised but unissued Class A Shares to enable Conversion of

the Notes, and all rights of subscription and exchange for Class A Shares, to be satisfied in full; and

- (g) where the provisions of Clause 10 (*Loss Absorption*) require or provide for a determination by an Independent Financial Adviser or a role to be performed by a Settlement Shares Depository and/or a Settlement Shares Offer Agent, the Issuer shall use all reasonable endeavours promptly to appoint such person for such purpose.

14.2 Notwithstanding neither a Noteholder nor the Agent has the right to accelerate the Notes or otherwise request a prepayment or redemption of the Notes if there is a breach or non-compliance with any of the provisions of Clause 14.1 above.

15. BANKRUPTCY OR LIQUIDATION

15.1 The Noteholders have no right to accelerate the Notes or otherwise request prepayment or redemption of the principal amount of the Notes. If, and, notwithstanding anything to the contrary in these Terms and Conditions, only if, the Issuer is declared bankrupt or put into liquidation, a Noteholder may prove or claim in such bankruptcy or liquidation for payment of the Nominal Amount of Notes held by such Noteholder, together with Interest accrued to (but excluding) the date of commencement of the relevant bankruptcy or liquidation proceedings to the extent the Interest has not been cancelled by the Issuer.

15.2 If an event where the Issuer is declared bankrupt or put into liquidation as set out in Clause 15.1 above occurs, the Agent is, following the instructions of the Noteholders, authorised to:

- (a) by notice to the Issuer, declare all, but not only some, of the outstanding Notes due for payment together with any other amounts payable under the Finance Documents (except any Interest cancelled in accordance with Clause 9.2 (*Interest cancellation*)), immediately or at such later date as the Agent determines; and
- (b) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.

15.3 In the event of an acceleration of the Notes upon the Issuer being declared bankrupt or put into liquidation, the Issuer shall redeem all Notes at an amount equal to 100 per cent. of the Nominal Amount together with accrued and unpaid interest. However, no payment will be made to the Noteholders before all amounts due, but unpaid, to all other creditors of the Issuer ranking ahead of the Noteholders as described in Clause 3 (*Status of the Notes*) have been repaid by the Issuer, as ascertained by the judicial liquidator (*likvidator*) or bankruptcy administrator (*konkursförvaltare*).

15.4 In the event of bankruptcy, liquidation or resolution of the Issuer, no Noteholder shall be entitled to exercise any right of set-off, netting or counterclaim against monies owed by the Issuer in respect of Notes held by such Noteholder.

16. DISTRIBUTION OF PROCEEDS

16.1 In the event of the liquidation or bankruptcy of the Issuer, all payments relating to the Notes and the Finance Documents shall be distributed in the following order of priority, in accordance with the instructions of the Agent:

- (a) *first*, in or towards payment *pro rata* of:
 - (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Agent in accordance with the Agency Agreement and the Finance Documents (other than any indemnity given for liability against the Noteholders);

- (ii) other costs, expenses and indemnities relating to the acceleration of the Notes, or the protection of the Noteholders' rights as may have been incurred by the Agent;
 - (iii) any costs incurred by the Agent for external experts that have not been reimbursed by the Issuer in accordance with Clause 20.2.5; and
 - (iv) any costs and expenses incurred by the Agent that have not been reimbursed by the Issuer in accordance with Clause 17.4.12;
- (b) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Notes not cancelled in accordance with Clause 9.2 (*Interest cancellation*) (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date);
 - (c) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Notes; and
 - (d) *fourthly*, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Finance Documents.

Any excess funds after the application of proceeds in accordance with paragraphs (a) to (d) above shall be paid to the Issuer.

16.2 Funds that the Agent receives (directly or indirectly) following an application of Clause 16.1 in the event of bankruptcy or liquidation of the Issuer constitute escrow funds (*redovisningsmedel*) and must be held on a separate bank account on behalf of the Noteholders and the other interested parties. The Agent shall arrange for payments of such funds in accordance with this Clause 16 as soon as reasonably practicable.

16.3 If the Issuer or the Agent shall make any payment under this Clause 16, the Issuer or the Agent, as applicable, shall notify the Noteholders of any such payment at least ten (10) Business Days before the payment is made. The notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date.

17. DECISIONS BY NOTEHOLDERS

17.1 Request for a decision

17.1.1 A request by the Agent for a decision by the Noteholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Noteholders' Meeting or by way of a Written Procedure.

17.1.2 Any request from the Issuer or a Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request shall, if made by several Noteholders, be made by them jointly) for a decision by the Noteholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Noteholders' Meeting or by way of a Written Procedure, as determined by the Agent. The person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Noteholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Noteholders' Meeting.

17.1.3 The Agent may refrain from convening a Noteholders' Meeting or instigating a Written Procedure if:

- (a) the suggested decision must be approved by any person in addition to the Noteholders and such person has informed the Agent that an approval will not be given; or
- (b) the suggested decision is not in accordance with applicable regulations.

17.1.4 Should the Agent not convene a Noteholders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 17.1.3 being applicable, the Issuer or the Noteholder(s) requesting a decision by the Noteholders may convene such Noteholders' Meeting or instigate such Written Procedure, as the case may be, instead. The Issuer or the Issuing Agent shall upon request provide the convening Noteholder(s) with the information available in the Debt Register in order to convene and hold the Noteholders' Meeting or instigate and carry out the Written Procedure, as the case may be. The Issuer or Noteholder(s), as applicable, shall supply to the Agent a copy of the dispatched notice or communication.

17.1.5 Should the Issuer or any Noteholder(s) convene a Noteholders' Meeting or instigate a Written Procedure pursuant to Clause 17.1.4, then the Agent shall no later than five (5) Business Days' prior to dispatch of such notice or communication be provided with a draft thereof. The Agent may further append information from it together with the notice or communication, provided that the Agent supplies such information to the Issuer or the Noteholder(s), as the case may be, no later than one (1) Business Day prior to the dispatch of such notice or communication.

17.2 **Convening of Noteholders' Meeting**

17.2.1 The Agent shall convene a Noteholders' Meeting by way of notice to the Noteholders as soon as practicable and in any event no later than five (5) Business Days after receipt of a complete notice from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons).

17.2.2 The notice pursuant to Clause 17.2.1 shall include (i) time for the meeting, (ii) place for the meeting, (iii) a specification of the Record Date on which a person must be registered as a Noteholder in order to be entitled to exercise voting rights, (iv) a form of power of attorney, (v) the agenda for the meeting, (vi) any applicable conditions precedent and conditions subsequent, (vii) the reasons for, and contents of, each proposal, (viii) if the proposal concerns an amendment to any Finance Document, the details of such proposed amendment, (ix) if a notification by the Noteholders is required in order to attend the Noteholders' Meeting, information regarding such requirement, and (x) information on where additional information (if any) will be published.

17.2.3 The Noteholders' Meeting shall be held no earlier than ten (10) Business Days and no later than thirty (30) Business Days after the effective date of the notice.

17.2.4 Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Noteholders' Meeting as the Agent may deem appropriate. Such regulations may include a possibility for Noteholders to vote without attending the meeting in person.

17.3 **Instigation of Written Procedure**

17.3.1 The Agent shall instigate a Written Procedure by way of sending a communication to the Noteholders as soon as practicable and in any event no later than five (5) Business Days after receipt of a complete communication from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons).

17.3.2 A communication pursuant to Clause 17.3.1 shall include (i) a specification of the Record Date on which a person must be registered as a Noteholder in order to be entitled to exercise voting rights, (ii) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney, (iii) the stipulated time period within which the Noteholder must reply to the request (such time period to last at least ten (10) Business Days and not longer than thirty (30) Business Days from the effective date of the communication pursuant to Clause 17.3.1), (iv) any applicable conditions precedent and conditions subsequent, (v) the reasons for, and contents of, each proposal, (vi) if a proposal concerns an amendment to any Finance Document, the details of such proposed amendment, (vii) if the voting is to be made electronically, the instructions for such voting, and (viii) information on where additional information (if any) will be published.

- 17.3.3 If so elected by the person requesting the Written Procedure and provided that it is also disclosed in the communication pursuant to Clause 17.3.1, when consents from Noteholders representing the requisite majority of the total Adjusted Nominal Amount pursuant to Clauses 17.4.2 and 17.4.3 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 17.4.2 or 17.4.3, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.
- 17.3.4 The Agent may, during the Written Procedure, provide information to the Issuer by way of updates whether or not quorum requirements have been met and about the eligible votes received by the Agent, including the portion consenting or not consenting to the proposal(s) or refraining from voting (as applicable).
- 17.4 **Majority, quorum and other provisions**
- 17.4.1 Only a Noteholder, or a person who has been provided with a power of attorney or other authorisation pursuant to Clause 7 (*Right to act on behalf of a Noteholder*) from a Noteholder:
- (a) on the Record Date specified in the notice pursuant to Clause 17.2.2, in respect of a Noteholders' Meeting, or
 - (b) on the Record Date specified in the communication pursuant to Clause 17.3.2, in respect of a Written Procedure,
- may exercise voting rights as a Noteholder at such Noteholders' Meeting or in such Written Procedure, provided that the relevant Notes are included in the Adjusted Nominal Amount. Each whole Note entitles to one vote and any fraction of a Note voted for by a person shall be disregarded. Such Business Day specified pursuant to paragraph (a) or (b) above must fall no earlier than one (1) Business Day after the effective date of the notice or communication, as the case may be.
- 17.4.2 The following matters shall require the consent of Noteholders representing at least seventy-five (75) per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17.3.2:
- (a) a change to the terms of any of Clauses 2, 3 and 15;
 - (b) a change to the Interest Rate or the Nominal Amount (other than as a result of an application of Clause 19 (*Replacement of Base Rate*));
 - (c) a change to the terms for the distribution of proceeds set out in Clause 16 (*Distribution of proceeds*);
 - (d) a change to the terms dealing with the requirements for Noteholders' consent set out in this Clause 17.4 (*Majority, quorum and other provisions*); and
 - (e) redemption of the Notes, other than as permitted pursuant to these Terms and Conditions (which for the avoidance of doubt shall always be subject to Clause 11.1 (*Permission from the SFSA*)).
- 17.4.3 Any matter not covered by Clause 17.4.2 shall require the consent of Noteholders representing more than fifty (50) per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17.3.2. This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to Clause 18.1(a) or (g)).
- 17.4.4 Quorum at a Noteholders' Meeting or in respect of a Written Procedure only exists if a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount in case of

a matter pursuant to Clause 17.4.2, and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:

- (a) if at a Noteholders' Meeting, attend the meeting in person or by other means prescribed by the Agent pursuant to Clause 17.2.4 (or appear through duly authorised representatives); or
- (b) if in respect of a Written Procedure, reply to the request.

- 17.4.5 If a quorum exists for some but not all of the matters to be dealt with at a Noteholders' Meeting or by a Written Procedure, decisions may be taken in the matters for which a quorum exists.
- 17.4.6 If a quorum does not exist at a Noteholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Noteholders' Meeting (in accordance with Clause 17.2.1) or initiate a second Written Procedure (in accordance with Clause 17.3.1), as the case may be, provided that the person(s) who initiated the procedure for Noteholders' consent has confirmed that the relevant proposal is not withdrawn. For the purposes of a second Noteholders' Meeting or second Written Procedure pursuant to this Clause 17.4.6, the date of request of the second Noteholders' Meeting pursuant to Clause 17.2.1 or second Written Procedure pursuant to Clause 17.3.1, as the case may be, shall be deemed to be the relevant date when the quorum did not exist. The quorum requirement in Clause 17.4.4 shall not apply to such second Noteholders' Meeting or Written Procedure.
- 17.4.7 Any decision which extends or increases the obligations of the Issuer or the Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Agent, under the Finance Documents shall be subject to the Issuer's or the Agent's consent, as applicable.
- 17.4.8 If any matter decided in accordance with this Clause 18 would require consent from the SFSA, such consent to be sought by the Issuer.
- 17.4.9 The Noteholders may not resolve to make amendments to these Terms and Conditions if the Issuer, after consultation with the SFSA, considers that a change in the Terms and Conditions would be likely to result in the exclusion of the Notes from the Additional Tier 1 Capital of the Issuer and/or the SEB Group (an "**Additional Tier 1 Capital Exclusion Event**"). A resolution by the Noteholders to amend these Terms and Conditions is not valid if the Issuer, after consultation with the SFSA, considers that such an amendment would be likely to result in an Additional Tier 1 Capital Exclusion Event.
- 17.4.10 A Noteholder holding more than one Note need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.
- 17.4.11 A matter decided at a duly convened and held Noteholders' Meeting or by way of Written Procedure is binding on all Noteholders, irrespective of them being present or represented at the Noteholders' Meeting or responding in the Written Procedure. The Noteholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause the Issuer or the other Noteholders.
- 17.4.12 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Noteholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.
- 17.4.13 Information about decisions taken at a Noteholders' Meeting or by way of a Written Procedure shall promptly be published on the websites of the Issuer and the Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Noteholders' Meeting or Written Procedure shall at the request of a Noteholder be sent to it by the Issuer or the Agent, as applicable.

18. AMENDMENTS AND WAIVERS

18.1 The Issuer and the Agent (acting on behalf of the Noteholders) may agree in writing to amend and waive any provision in a Finance Document or any other document relating to the Notes, provided that the Agent is satisfied that such amendment or waiver:

- (a) is not detrimental to the interest of the Noteholders as a group;
- (b) is made solely for the purpose of rectifying obvious errors and mistakes;
- (c) is required by applicable law, a court ruling or a decision by a relevant authority, including but not limited to, to facilitate any measure by the relevant regulator pursuant to the Swedish Resolutions Act (*lag (2015:1016) om resolution*);
- (d) is required by the SFSA for the Notes to satisfy the requirements or Additional Tier 1 Capital under the Applicable Capital Regulations as applied by the SFSA from time to time;
- (e) is necessary for the purpose of having the Notes admitted to trading on the corporate bond list of a Regulated Market, provided that such amendment or waiver does not materially adversely affect the rights of the Noteholders;
- (f) is made pursuant to Clause 19 (*Replacement of Base Rate*);
- (g) is required by any applicable regulation, a court ruling or a decision by a relevant authority; or
- (h) has been duly approved by the Noteholders in accordance with Clause 17 (*Decisions by Noteholders*) and it has received any conditions precedent specified for the effectiveness of the approval by the Noteholders.

18.2 The Issuer may substitute or vary the terms of all (but not some only) of the outstanding Notes without any requirement for the consent or approval of the Noteholders, so that they become or remain, as applicable, Qualifying Additional Tier 1 Securities, provided that such substitution or variation does not itself give rise to any right of the Issuer to redeem, substitute or vary the terms of the Notes in accordance with Clause 11.5 (*Redemption, substitution or variation upon the occurrence of a Capital Event or Tax Event*) in relation to the Qualifying Additional Tier 1 Securities so substituted or varied.

18.3 Any amendments to the Finance Documents shall be made available in the manner stipulated in Clause 12.4 (*Availability of Finance Documents*). The Issuer shall ensure that any amendments to the Finance Documents are duly registered with the CSD and each other relevant organisation or authority.

18.4 An amendment to the Finance Documents shall take effect on the date determined by the Noteholders Meeting, in the Written Procedure or by the Agent, as the case may be.

19. REPLACEMENT OF BASE RATE

19.1 General

19.1.1 Any determination or election to be made by an Independent Base Rate Adviser, the Issuer or the Noteholders in accordance with the provisions of this Clause 19 shall at all times be made by such Independent Base Rate Adviser, the Issuer or the Noteholders (as applicable) acting in good faith, in a commercially reasonable manner and by reference to relevant market data.

19.1.2 If a Base Rate Event has occurred, this Clause 19 shall take precedence over the fallbacks set out in paragraph (b) to (d) (inclusive) of the definition of STIBOR.

- 19.1.3 Notwithstanding any provision in this Clause 19, no Successor Base Rate or Adjustment Spread (as applicable) will be adopted, and no other amendments to the Terms and Conditions will be made pursuant to this Clause 19, if, and to the extent that, in the determination of the Issuer, the same could reasonably be expected to lead to a disqualification of the Notes from the Additional Tier 1 Capital of the Issuer and/or the SEB Group.

19.2 Definitions

In this Clause 19:

“**Adjustment Spread**” means a spread (which may be positive, negative or zero) or a formula or methodology for calculating a spread, or a combination thereof to be applied to a Successor Base Rate and that is:

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

“**Base Rate Amendments**” has the meaning set forth in Clause 19.3.4.

“**Base Rate Event**” means one or several of the following circumstances:

- (a) the Base Rate (for the relevant Interest Period) has ceased to exist or ceased to be published for at least five (5) consecutive Business Days as a result of the Base Rate (for the relevant Interest Period) ceasing to be calculated or administered;
- (b) a public statement or publication of information by (i) the supervisor of the Base Rate Administrator or (ii) the Base Rate Administrator that the Base Rate Administrator ceases to provide the applicable Base Rate (for the relevant Interest Period) permanently or indefinitely and, at the time of the statement or publication, no successor administrator has been appointed or is expected to be appointed to continue to provide the Base Rate;
- (c) a public statement or publication of information in each case by the supervisor of the Base Rate Administrator that the Base Rate (for the relevant Interest Period) is no longer representative of the underlying market which the Base Rate is intended to represent and the representativeness of the Base Rate will not be restored in the opinion of the supervisor of the Base Rate Administrator;
- (d) a public statement or publication of information in each case by the supervisor of the Base Rate Administrator with the consequence that it is unlawful for the Issuer or the Issuing Agent to calculate any payments due to be made to any Noteholder using the applicable Base Rate (for the relevant Interest Period) or it has otherwise become prohibited to use the applicable Base Rate (for the relevant Interest Period);
- (e) a public statement or publication of information in each case by the bankruptcy trustee of the Base Rate Administrator or by the trustee under the bank recovery and resolution framework (*krishanteringsregelverket*) containing the information referred to in paragraph (b) above; or
- (f) a Base Rate Event Announcement has been made and the announced Base Rate Event as set out in paragraphs (b) to (e) above will occur within six (6) months.

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

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

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

“**Successor Base Rate**” means:

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

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

19.3 **Determination of Base Rate, Adjustment Spread and Base Rate Amendments**

19.3.1 Without prejudice to Clause 19.3.2, upon a Base Rate Event Announcement, the Issuer may, if it is possible to determine a Successor Base Rate at such point of time, at any time before the occurrence of the relevant Base Rate Event at the Issuer’s expense appoint an Independent Base Rate Adviser to initiate the procedure to determine a Successor Base Rate, the Adjustment Spread and any Base Rate Amendments for purposes of determining, calculating and finally deciding the applicable Base Rate. For the avoidance of doubt, the Issuer will not be obliged to take any such actions until obliged to do so pursuant to Clause 19.3.2.

19.3.2 If a Base Rate Event has occurred, the Issuer shall use all commercially reasonable endeavours to, as soon as reasonably practicable and at the Issuer’s expense, appoint an Independent Base Rate Adviser to initiate the procedure to determine, as soon as commercially reasonable, a Successor Base Rate, the Adjustment Spread and any Base Rate Amendments for purposes of determining, calculating, and finally deciding the applicable Base Rate.

19.3.3 If the Issuer fails to appoint an Independent Base Rate Adviser in accordance with Clause 19.3.2, the Noteholders shall, if so decided at a Noteholders’ Meeting or by way of Written Procedure, be entitled to appoint an Independent Base Rate Adviser (at the Issuer’s expense) for the purposes set forth in Clause 19.3.2. If the Issuer fails to carry out any other actions set forth in Clause 19.3 to 19.6, the Agent (acting on the instructions of the Noteholders) may to the extent necessary effectuate any Base Rate Amendments without the Issuer’s cooperation.

19.3.4 The Independent Base Rate Adviser shall also initiate the procedure to determine any technical, administrative or operational changes required to ensure the proper operation of a Successor Base Rate or to reflect the adoption of such Successor Base Rate in a manner substantially consistent with market practice (“**Base Rate Amendments**”).

19.3.5 Provided that a Successor Base Rate, the applicable Adjustment Spread and any Base Rate Amendments have been finally decided no later than prior to the relevant Quotation Day in relation to the next succeeding Interest Period, they shall become effective with effect from and including the commencement of the next succeeding Interest Period, always subject to any technical limitations of the CSD and any calculations methods applicable to such Successor Base Rate.

19.4 **Interim measures**

19.4.1 If a Base Rate Event set out in any of the paragraphs (a) to (e) of the Base Rate Event definition has occurred but no Successor Base Rate and Adjustment Spread have been finally decided prior to the relevant Quotation Day in relation to the next succeeding Interest Period or if such Successor Base

Rate and Adjustment Spread have been finally decided but due to technical limitations of the CSD, cannot be applied in relation to the relevant Quotation Day, the Interest Rate applicable to the next succeeding Interest Period shall be:

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

19.4.2 For the avoidance of doubt, Clause 19.4.1 shall apply only to the relevant next succeeding Interest Period and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustments as provided in, this Clause 19. This will however not limit the application of Clause 19.4.1 for any subsequent Interest Periods, should all relevant actions provided in this Clause 19 have been taken, but without success.

19.5 **Notices etc.**

Prior to the Successor Base Rate, the applicable Adjustment Spread and any Base Rate Amendments become effective the Issuer shall promptly, following the final decision by the Independent Base Rate Adviser of any Successor Base Rate, Adjustment Spread and any Base Rate Amendments, give notice thereof to the Agent, the Issuing Agent and the Noteholders in accordance with Clause 25 (*Notices*) and the CSD. The notice shall also include information about the effective date of the amendments. If the Notes are admitted to trading on a stock exchange, the Issuer shall also give notice of the amendments to the relevant stock exchange.

19.6 **Variation upon replacement of Base Rate**

19.6.1 No later than giving the Agent notice pursuant to Clause 19.5, the Issuer shall deliver to the Agent a certificate signed by the Independent Base Rate Adviser and the CEO, CFO or any other duly authorised signatory of the Issuer (subject to Clause 19.3.3) confirming the relevant Successor Base Rate, the Adjustment Spread and any Base Rate Amendments, in each case as determined and decided in accordance with the provisions of this Clause 19. The Successor Base Rate the Adjustment Spread and any Base Rate Amendments (as applicable) specified in such certificate will, in the absence of manifest error or bad faith in any decision, be binding on the Issuer, the Agent, the Issuing Agent and the Noteholders.

19.6.2 Subject to receipt by the Agent of the certificate referred to in Clause 19.6.1, the Issuer and the Agent shall, at the request and expense of the Issuer, without the requirement for any consent or approval of the Noteholders, without undue delay effect such amendments to the Finance Documents as may be required by the Issuer in order to give effect to this Clause 19.

19.6.3 The Agent and the Issuing Agent shall always be entitled to consult with external experts prior to amendments are effected pursuant to this Clause 19. Neither the Agent nor the Issuing Agent shall be obliged to concur if in the reasonable opinion of the Agent or the Issuing Agent (as applicable), doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Agent or the Issuing Agent in the Finance Documents.

19.7 **Limitation of liability for the Independent Base Rate Adviser**

Any Independent Base Rate Adviser appointed pursuant to Clause 19.3 shall not be liable whatsoever for damage or loss caused by any determination, action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Independent Base Rate Adviser shall never be responsible for indirect or consequential loss.

20. THE AGENT

20.1 Appointment of the Agent

20.1.1 By subscribing for Notes, each initial Noteholder appoints the Agent to act as its agent in all matters relating to the Notes and the Finance Documents, and authorises the Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Notes held by such Noteholder, including the winding-up, dissolution, liquidation or bankruptcy (*konkurs*) (or its equivalent in any other jurisdiction) of the Issuer and in relation to any mandatory exchange of the Notes for other securities (including, for the avoidance of doubt, a right for the Agent to subscribe for any such new securities on behalf of the relevant Noteholder). By acquiring Notes, each subsequent Noteholder confirms such appointment and authorisation for the Agent to act on its behalf.

20.1.2 Each Noteholder shall immediately upon request provide the Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Agent is under no obligation to represent a Noteholder which does not comply with such request.

20.1.3 The Issuer shall promptly upon request provide the Agent with any documents and other assistance (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.

20.1.4 The Agent is entitled to fees for all its work in such capacity and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agency Agreement and the Agent's obligations as Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.

20.1.5 The Agent may act as agent or trustee for several issues of securities or other loans issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

20.2 Duties of the Agent

20.2.1 The Agent shall represent the Noteholders in accordance with the Finance Documents.

20.2.2 When acting pursuant to the Finance Documents, the Agent is always acting with binding effect on behalf of the Noteholders. The Agent is never acting as an advisor to the Noteholders or the Issuer. Any advice or opinion from the Agent does not bind the Noteholders or the Issuer.

20.2.3 When acting pursuant to the Finance Documents, the Agent shall carry out its duties with reasonable care and skill in a proficient and professional manner.

20.2.4 The Agent shall treat all Noteholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Noteholders as a group and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.

20.2.5 The Agent is always entitled to delegate its duties to other professional parties and to engage external experts when carrying out its duties as agent, without having to first obtain any consent from the Noteholders or the Issuer. The Agent shall, however, remain liable for any actions of such parties if such parties are performing duties of the Agent under the Finance Documents.

- 20.2.6 The Issuer shall on demand by the Agent pay all costs for external experts engaged by it:
- (a) for the purpose of investigating or considering an event or circumstance which the Agent reasonably believes is or may lead to a bankruptcy of liquidation of the Issuer;
 - (b) in connection with any actions contemplated by Clause 10 (*Loss Absorption*);
 - (c) in connection with any Noteholders' Meeting or Written Procedure; or
 - (d) in connection with any amendment (whether contemplated by the Finance Documents or not) or waiver under the Finance Documents (including for the purpose of deciding whether the conditions set out in Clause 18.1 are fulfilled).
- 20.2.7 Any compensation for damages or other recoveries received by the Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 16 (*Distribution of proceeds*).
- 20.2.8 The Agent shall, as applicable, enter into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Agent, as may be necessary in order for the Agent to carry out its duties under the Finance Documents.
- 20.2.9 Notwithstanding any other provision of the Finance Documents to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any regulation.
- 20.3 Liability for the Agent**
- 20.3.1 The Agent will not be liable to the Noteholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect or consequential loss.
- 20.3.2 The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts provided to the Agent or if the Agent has acted with reasonable care in a situation when the Agent considers that it is detrimental to the interests of the Noteholders to delay the action in order to first obtain instructions from the Noteholders.
- 20.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Agent to the Noteholders, provided that the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- 20.3.4 The Agent shall have no liability to the Issuer or the Noteholders for damage caused by the Agent acting in accordance with instructions of the Noteholders given in accordance with the Finance Documents.
- 20.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Noteholders under the Finance Documents.

20.4 Replacement of the Agent

- 20.4.1 Subject to Clause 20.4.6, the Agent may resign by giving notice to the Issuer and the Noteholders, in which case the Noteholders shall appoint a successor Agent at a Noteholders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.
- 20.4.2 Subject to Clause 20.4.6, if the Agent is insolvent, the Agent shall be deemed to resign as Agent and the Issuer shall within ten (10) Business Days appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 20.4.3 A Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice shall, if given by several Noteholders, be given by them jointly), require that a Noteholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Noteholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Noteholders that the Agent be dismissed and a new Agent appointed.
- 20.4.4 If the Noteholders have not appointed a successor Agent within ninety (90) days after:
- (a) the earlier of the notice of resignation was given or the resignation otherwise took place; or
 - (b) the Agent was dismissed through a decision by the Noteholders,
- the Issuer shall within thirty (30) days thereafter appoint a successor Agent which shall be an independent financial institution or other reputable company with the necessary resources to act as agent in respect of market loans.
- 20.4.5 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- 20.4.6 The Agent's resignation or dismissal shall only take effect upon the earlier of:
- (a) the appointment of a successor Agent and acceptance by such successor Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent; and
 - (b) the period pursuant to Clause 20.4.4 having lapsed.
- 20.4.7 Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of the Finance Documents and remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Agent. Its successor, the Issuer and each of the Noteholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Agent.
- 20.4.8 In the event that there is a change of the Agent in accordance with this Clause 20.4, the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under the Finance Documents and the Agency Agreement. Unless the Issuer and the new Agent agree otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

21. THE ISSUING AGENT

- 21.1 The Issuer shall when necessary appoint an Issuing Agent to manage certain specified tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to and/or issued by the CSD and relating to the Notes. The Issuing Agent shall be a commercial bank or securities institution approved by the CSD.
- 21.2 The Issuer shall ensure that the Issuing Agent enters into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Issuing Agent, as may be necessary in order for the Issuing Agent to carry out its duties relating to the Notes.
- 21.3 The Issuing Agent will not be liable to the Noteholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Issuing Agent shall never be responsible for indirect or consequential loss.

22. THE CSD

- 22.1 The Issuer has appointed the CSD to manage certain tasks under these Terms and Conditions and in accordance with the CSD Regulations and the other regulations applicable to the Notes.
- 22.2 The CSD may be dismissed by the Issuer, provided that the Issuer has effectively appointed a replacement CSD that accedes as CSD at the same time as the old CSD is dismissed and provided also that the replacement does not have a negative effect on any Noteholder or the admission to trading of the Notes on the Regulated Market. The replacing CSD must be authorised to professionally conduct clearing operations pursuant to the Central Securities Depository Regulation (Regulation (EU) No 909/2014) and be authorised as a central securities depository in accordance with the Financial Instruments Accounts Act.

23. NO DIRECT ACTIONS BY NOTEHOLDERS

- 23.1 A Noteholder may not take any steps whatsoever against the Issuer to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation or bankruptcy in any jurisdiction of the Issuer in relation to any of the obligations and liabilities of the Issuer under the Finance Documents. Such steps may only be taken by the Agent.
- 23.2 Clause 23.1 shall not apply if the Agent has been instructed by the Noteholders in accordance with the Finance Documents to take certain actions but fails for any reason to take, or is unable to take (for any reason other than a failure by a Noteholder to provide documents in accordance with Clause 20.1.2), such actions within a reasonable period of time and such failure or inability is continuing.
- 23.3 The provisions of this Clause 23 are subject to the over-riding limitations set out in Clause 3 (*Status of the Notes*) and Clause 15 (*Bankruptcy or liquidation*).

24. TIME-BAR

- 24.1 The right to receive repayment of the principal of the Notes shall be time-barred and become void ten (10) years from the Redemption Date. The right to receive payment of interest (excluding any capitalised interest) shall be time-barred and become void three (3) years from the relevant due date for payment. The Issuer is entitled to any funds set aside for payments in respect of which the Noteholders' right to receive payment has been time-barred and has become void.

24.2 If a limitation period is duly interrupted in accordance with the Swedish Act on Limitations (*preskriptionslag (1981:130)*), a new limitation period of ten (10) years with respect to the right to receive repayment of the principal of the Notes, and of three (3) years with respect to receive payment of interest (excluding capitalised interest) will commence, in both cases calculated from the date of interruption of the limitation period, as such date is determined pursuant to the provisions of the Swedish Act on Limitations.

25. NOTICES

25.1 Any notice or other communication to be made under or in connection with the Finance Documents:

- (a) if to the Agent, shall be given at the address registered with the Swedish Companies Registration Office on the Business Day prior to dispatch or, if sent by email by the Issuer, to the email address notified by the Agent to the Issuer from time to time;
- (b) if to the Issuer, shall be given at the address registered with the Swedish Companies Registration Office on the Business Day prior to dispatch or, if sent by email by the Agent, to the email address notified by the Issuer to the Agent from time to time; and
- (c) if to the Noteholders, shall be given at their addresses registered with the CSD on a date selected by the sending person which falls no more than five (5) Business Days prior to the date on which the notice or communication is sent, and by either courier delivery (if practically possible) or letter for all Noteholders. A Notice to the Noteholders shall also be published on the websites of the Issuer and the Agent.

25.2 Any notice or other communication made by one person to another under or in connection with the Finance Documents shall be sent by way of courier, personal delivery or letter, or, if between the Issuer and the Agent, by email, and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Clause 25.1, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 25.1, or, in case of email, when received in readable form by the email recipient.

25.3 Any notice which shall be provided to the Noteholders in physical form pursuant to these Terms and Conditions may, at the discretion of the Agent, be limited to:

- (a) a cover letter, which shall include:
 - (i) all information needed in order for Noteholders to exercise their rights under the Finance Documents;
 - (ii) details of where Noteholders can retrieve additional information;
 - (iii) contact details to the Agent; and
 - (iv) an instruction to contact the Agent should any Noteholder wish to receive the additional information by regular mail; and
- (b) copies of any document needed in order for Noteholder to exercise their rights under the Finance Documents.

25.4 Any notice or other communication pursuant to the Finance Documents shall be in English.

25.5 Failure to send a notice or other communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders.

26. FORCE MAJEURE

- 26.1 Neither the Agent nor the Issuing Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade, natural disaster, insurrection, civil commotion, terrorism or any other similar circumstance (a “**Force Majeure Event**”). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Agent or the Issuing Agent itself takes such measures, or is subject to such measures.
- 26.2 Should a Force Majeure Event arise which prevents the Agent or the Issuing Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.
- 26.3 The provisions in this Clause 26 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

27. GOVERNING LAW AND JURISDICTION

- 27.1 These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden.
- 27.2 The Issuer submits to the non-exclusive jurisdiction of the District Court of Stockholm (*Stockholms tingsrätt*).
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DESCRIPTION OF SEB

OVERVIEW

SEB is a northern European financial services group. As a relationship bank strongly committed to delivering customer value, SEB offers financial advice and a wide range of financial services to corporate customers, financial institutions and private individuals in Sweden and the Baltic countries. In Denmark, Finland, Norway, Germany and the UK, SEB's operations focus on delivering a full-service offering to corporate and institutional clients and building long-term customer relationships. As of the date of this Prospectus, SEB serves more than four million private customers. As of 30th June, 2024, SEB had total assets of SEK 4,152 billion and total equity of SEK 218 billion. For the six months ended 30th June, 2024, SEB's net profit was SEK 18.9 billion and for the year ended 31st December, 2023, SEB's net profit was SEK 38.1 billion.

SEB is organised into the following six divisions:

- *Large Corporates & Financial Institutions* – provides wholesale banking and investment banking services to large companies and institutional clients and investor services to institutional clients in SEB's core markets;
- *Corporate & Private Customers* – provides banking and advisory services to private individuals, and small and mid-sized companies (SMEs) and card services in the Nordic countries;
- *Private Wealth Management & Family Office* - provides comprehensive banking infrastructure, access to capital markets, financing solutions and individually tailored advisory services to entrepreneurs, high net worth individuals, foundations and professional family offices and their families and businesses in SEB's home markets;
- *Baltic* – provides retail, corporate and institutional banking services, such as trading and capital markets and transaction services, to clients in Estonia, Latvia and Lithuania. The financial results generated by structured finance, life and asset management services provided in these countries are recorded in the Large Corporates & Financial Institutions, the Life and the Asset Management operating segments, respectively;
- *Life* – provides all of the Group's different customer segments with pension and life insurance products; and
- *Asset Management* – manages SEB's mutual funds and tailored portfolios for institutional investors, retail and private banking clients, and distributes funds and mandates via Institutional Asset Management. Asset Management is reported in the operating segment Asset Management.

For information on upcoming changes to the business divisions within SEB, please refer to the section "*Planned changes to the Organisational Structure*" below.

As of 30th June, 2024, SEB's customer base consisted of approximately 3,100 large corporate and institutional customers, approximately 400,000 SMEs of which approximately 292,000 were full-service customers and approximately four million private individuals. At the same date, SEB had 128 retail branch offices in Sweden and the Baltic countries. Outside Sweden, SEB has a strategic presence, through its foreign subsidiaries, branches and representative offices in more than 20 countries, to support and service mainly its large corporate and institutional customers. As of 30th June, 2024, SEB had 17,810 full time equivalent employees, of which approximately half were located outside Sweden.

COMPETITIVE STRENGTHS

SEB believes that its franchise is built on strong long-term customer relationships, its product excellence and the quality of its advice. Its reputation stems from its long heritage of providing banking and financial services to large corporate customers, financial institutions and private individuals in the Nordic countries. Given its diversified business mix, SEB believes that it is well positioned to capture opportunities in the financial services industry in its core markets. SEB's competitive strengths include:

Strong and long-term customer relationships

SEB believes that its 160-year history of providing banking and financial services, its long-standing client relationships, its customer orientation and its strong brand allow it to develop unique relationships with, and knowledge of, its customers and to attract new customers. SEB's customer focus has led to strong loyalty among its customers, as evidenced by continued high customer satisfaction rankings and awards within its core areas of strength.

Leading market positions in core business areas

SEB has leading market positions in its core business areas. In 2022 and 2023, SEB was ranked the best bank for both large corporates and financial institutions in the Nordics by Kantar Sifo Prospera. In 2020, Kantar Sifo Prospera ranked SEB as the best bank for large corporates in the Nordics¹ and the second best bank for financial institutions in the Nordics². In addition, SEB was ranked as the best corporate bank for both large corporates and financial institutions in Sweden by Kantar Sifo Prospera in 2022, whereas in 2023 SEB was ranked the second best bank for large corporates in Sweden, but remained the best bank for financial institutions in Sweden.³ Its Large Corporates & Financial Institutions division is a leading corporate and investment bank in the Nordic region, with substantial market shares in, for example, fixed-income, foreign exchange trading and cash management.⁴ In 2022 and 2023, SEB was ranked second in a Finansbarometern survey in Sweden by Swedish companies for "Best Business Bank of the Year". SEB is also ranked number one by Kantar Sifo Prospera on sustainability advice both in Sweden and the Nordics according to its latest publications for 2022 and 2023.⁵

SEB holds a strong market position within asset management in Sweden and is the second largest asset manager in the Nordic region as of 30th June, 2024 (based on a comparison of total SEB assets under management and assets under management (excluding discretionary mandates) reported by other banks in the Nordic region). SEB was ranked highest amongst asset managers in the Nordic region by the latest Prospera External Asset Management survey 2023⁶ and 2022⁷ (shared place in 2023). In the Baltic countries, taken together, SEB is the second largest bank by lending market share (according to the most recently available central bank and bank association statistics in those countries).

In the life insurance market, SEB is a leading provider of unit-linked insurance in the Nordic region. According to the Swedish Insurance Trade Association, SEB had a market share of 11.8 per cent. in unit-linked insurance premium income as of 31st December, 2023. SEB's share of total life insurance premiums paid (both on new and existing policies) in Sweden for the twelve months ended 31st December, 2023 was 7.3 per cent., according to data from the Swedish Insurance Federation and the SFSA.

Diversified revenue base and strong focus on operational efficiency

SEB has a diversified revenue base, including interest income on customer loans and other interest-bearing assets; fees and commissions from equity, fixed-income and foreign exchange trading; income from payment transactions; advisory and asset management service fees; and income from its life insurance operations. In addition, SEB's business is diversified across customer segments (including large and mid-size corporate and institutional customers and retail, mass affluent and private banking individuals) and geographic markets (including, among others, the Nordic and Baltic countries, Germany and the UK). Moreover, SEB continues to maintain a strong focus on improving its operational efficiency.

¹ <https://www.kantarsifo.se/sites/default/files/ca26214e.pdf>

² <https://www.kantarsifo.se/sites/default/files/a41def69.pdf>

³ See rankings for relevant years on <https://www.kantarsifo.se/erbjudande/prospera/rankings>

⁴ Based on rankings available on <https://www.kantarsifo.se/erbjudande/prospera/rankings>

⁵ Sweden 2020: <https://www.kantarsifo.se/sites/default/files/d0f74212sv.pdf>

Nordics 2020: <https://www.kantarsifo.se/sites/default/files/09d0c5f8nord.pdf>

Sweden 2021: <https://www.kantarsifo.se/sites/default/files/926710e90e91sv.pdf>

Nordics 2021: <https://www.kantarsifo.se/sites/default/files/921ef5ce0065nord.pdf>

Sweden 2022: <https://www.kantarsifo.se/sites/default/files/fafb70930e3esv.pdf>

Nordics 2022: <https://www.kantarsifo.se/sites/default/files/1c6909b36698nord.pdf>

Sweden 2023: <https://www.kantarsifo.se/sites/default/files/2e545f0asv.pdf>

Nordics 2023: <https://www.kantarsifo.se/sites/default/files/p65829qjmord.pdf>

⁶ <https://www.kantarsifo.se/sites/default/files/f3a86ce8.pdf>

⁷ <https://www.kantarsifo.se/sites/default/files/de9ff92c.pdf>

Disciplined risk management

Comprehensive risk management is fundamental to the long-term profitability and stability of the Group and is a core area of focus for SEB. Since the Swedish banking crisis in the early 1990s, SEB has focused on enhancing its risk management systems and controls. Board supervision, a formal decision-making structure, a high level of risk awareness among staff, Group-wide principles and controlled risk-taking within established limits are the cornerstones of SEB's risk management. To secure financial stability, risk-related issues are identified, monitored and managed at early stages and form an integral part of SEB's long-term planning processes.

Well-diversified funding base

SEB has a strong deposit gathering franchise in its core markets through its Corporate & Private Customers division and, in the cash-management and custody operations, through its Large Corporates & Financial Institutions division.

As of 30th June, 2024, total deposits and borrowing from the public (excluding deposits from central banks, credit institutions and repos) amounted to SEK 1,955 billion, or 62 per cent. of its total funding base, and the ratio of loans to deposits (excluding repos and collateral margin) was 99 per cent. SEB's funding base comprises the sum of deposits from central banks, deposits from credit institutions (excluding repos), deposits and borrowing from the public (excluding repos), debt securities and subordinated debt.

SEB benefits from a well-diversified market funding base, with good access to both short and long-term financing sources. During 2022 and 2023 and in the first half of 2024, SEB raised the equivalent of SEK 130 billion, SEK 197 billion and SEK 86 billion, respectively, in long-term funding in the domestic Swedish and international covered bond and senior unsecured debt markets. Mortgage covered bonds accounted for 9 per cent. of SEB's total funding base as of 30th June, 2024. In October 2021, August 2023 and February 2024, SEB issued EUR Tier 2 notes of 500 million each and, in October 2023, SEB issued two Tier 2 notes totalling SEK 4 billion. In June 2022, SEB issued U.S.\$500 million Additional Tier 1 convertible notes.

STRATEGY

SEB is a leading northern European corporate bank with international reach. By 2030, SEB's offering to retail banking customers in Sweden and the Baltics is expected to be available digitally, based on its "mobile first with a human touch" approach. By combining strong customer satisfaction and employee engagement with a solid financial position, including capital, liquidity and cost control, SEB aims to continue to deliver long-term value to its shareholders.

The strategic direction towards 2030 focuses on future-proofing SEB through enhanced capabilities within advisory, data and regulatory compliance, and accelerating income growth potential. The focus areas from the previous three-year business plan (2019-2021) - operational excellence, advisory leadership and extended presence - remain important, with the new three-year business plan (2022-2024) further emphasizing specific opportunities identified in relation to five key trends that are transforming its industry and customers' needs. Such key trends are:

- growing demand for corporate and investment banking services;
- growing demand for savings and investments;
- digitalisation, which was accelerated by the COVID-19 pandemic;
- the transition towards a low-carbon society where sustainability efforts are particularly accelerated by the targets set out in the Paris Agreement; and
- a growing focus on non-financial risks.

In line with the above trends, the focus areas of the 2022-2024 business plan are:

- ***Acceleration of efforts*** - strengthening SEB's customer offering by continuing to build on existing strengths with extra focus and resources targeted at already established areas.
- ***Strategic change*** - evaluating the need for strategic change and transforming the way SEB conducts business within already established areas.

- **Strategic partnerships** - collaborating and partnering with external stakeholders and rethinking how SEB produces and distributes its products and services.
- **Efficiency improvement** - increasing its focus on strategic enablers to improve efficiency and accelerate SEB's transformation journey.

In addition, SEB aims to be a leading catalyst in the sustainability transition efforts towards a sustainable society. It has established goals to reduce its fossil fuel credit exposure of its energy portfolio by 45-60 per cent. by 2030 compared to 2019 and monitor its progress through a Carbon Exposure Index. A Sustainability Activity Index has been established to track SEB's progress within sustainability-related lending, sustainable finance advisory, sustainable investment products and investments made by Greentech, SEB's venture capital investment unit, with the aim of increasing its average activity volume by six to eight times by 2030 compared to 2021. A Transition Ratio, which measures SEB's corporate credit portfolio composition from a climate perspective, has also been introduced, which will reflect its customers' transition in accordance with the Paris Agreement. In October 2022, SEB published 2030 sector targets for carbon emission reductions in its credit portfolio, in line with its commitment to the Net-Zero Banking Alliance.

HISTORY

SEB was incorporated under the laws of Sweden on in 1971 through the amalgamation of Stockholms Enskilda Bank and Skandinaviska Banken as a limited liability company with registration number 502032-9081. Stockholms Enskilda Bank was founded in 1856 by André Oscar Wallenberg as Stockholm's first privately-held bank. Skandinaviska Kreditaktiebolaget (later Skandinaviska Banken) commenced operations in 1864 as Stockholm's second privately-held bank. The legal and commercial name of SEB is Skandinaviska Enskilda Banken AB (publ) and SEB is registered with the Swedish Companies Registration Office (*Bolagsverket*).

SEB has its principal office at Kungsträdgårdsgatan 8, Stockholm. As a public limited liability bank company, SEB is under the supervision of the SFSA and is regulated by *inter alia* the Swedish Banking and Financing Act (*lag (2004:297) om bank- och finansieringsrörelse*) and the Swedish Deposit Insurance Act (*lag (1995:1571) om insättningsgaranti*). The Legal Entity Identifier (LEI) of SEB is F3JS33DEI6XQ4ZBPTN86.

SEB's website is www.sebgroup.com. The information on the website is not part of this Prospectus and has not been scrutinised or approved by the SFSA unless that information is incorporated by reference into this Prospectus.

Since its foundation, the cornerstones of SEB's business have been its long-standing customer relationships, entrepreneurship and international outlook. These pillars have, together with the joint heritage of SEB's main shareholder, Investor AB, provided a vital foundation for building Sweden's robust export sector, comprising internationally leading companies across a variety of industries.

In the 1990s, SEB set out a strategy focused on international expansion, long-term savings and the use of information technology to improve products and services for customers. In implementing this strategy, SEB restructured its operations, invested in new technologies, including e-banking solutions, and made strategic acquisitions.

The acquisition of Trygg-Hansa AB in 1997 enabled SEB to offer its customers a range of life insurance and pension savings products. To strengthen its presence in Northern Europe, SEB acquired the German bank BfG Bank AG (formerly DSK Hyp AG and currently known as DSK Deutsche-Skandinavische Verwaltungs AG (DSV)) in 2000. In the decade between 1998 and 2008, SEB also made investments in three Baltic banks, Eesti Ühispank in Estonia, Latvijas Unibanka in Latvia and Vilniaus Bankas in Lithuania. These acquisitions were aimed at meeting increased client needs in those countries and at taking advantage of the long-term growth potential in the Baltic region. SEB took further steps to support its customers in the Baltic countries and in Eastern Europe through acquisitions of the Latvian life insurance company, Balta Life, and of Bank Agio in Ukraine (renamed SEB Bank in May 2006). In addition, between the years 2006 to 2008, SEB acquired, respectively, the Russian bank, PetroEnergoBank (renamed SEB Bank in 2007), the Ukrainian bank Factorial Bank, and GMAC Commercial Finance Sp. z o.o. in Poland.

Through a number of other smaller acquisitions during the period 1994 to 2009, SEB further expanded its position in the Nordic region.

On 31st January, 2011, SEB completed the sale of its German retail banking business (which was acquired as part of the SEB AG business) in line with its strategy of concentrating on large corporate and institutional banking activities in Germany and the Nordic countries outside Sweden. Similarly, on 7th June, 2012, SEB completed the sale of its retail banking operations in Ukraine. SEB remains in Ukraine as a corporate bank serving its Nordic, Baltic and German corporate customers. In November 2014, SEB sold its card acquiring business, Euroline AB. On 1st September, 2015, SEB completed the sale of its German real estate investment management business, SEB Asset Management AG, including its main subsidiary SEB Investment GmbH, to Savills plc. As of 1st January, 2018, the majority of the German franchise was transferred to SEB's German branch through a universal succession in accordance with German law. On 4th December, 2018, SEB AG was renamed DSK Hyp AG, and the remaining business was operated in run-off mode. In the last quarter of 2022, the banking license of DSK Hyp AG was surrendered, and it was renamed DSK Deutsche-Skandinavische Verwaltungs AG (DSV)

On 14th December, 2017, SEB entered into an agreement to sell all of its shares in SEB Pension to Danica Pension, Livsforsikringsaktieselskab (a subsidiary of Danske Bank) for total consideration of DKK 6.5 billion, comprising DKK 5.0 billion in cash consideration and a pre-closing dividend of DKK 1.5 billion in addition to the DKK 1.1 billion SEB received from these subsidiaries in 2017. This sale was completed on 7th June, 2018. For more details, see "*Business Divisions—Life*" below.

On 27th April, 2022, SEB announced a strategic partnership with Ringkjøbing Landbobank in Denmark to strengthen its footprint in the local private banking market and to increase growth in the professional family office segment. As part of the partnership, in 2022, SEB transferred its existing private banking business in Denmark to Ringkjøbing Landbobank, including assets under management of approximately DKK 13 billion. In parallel, SEB established a new professional family office coverage unit within SEB Denmark, working closely with SEB's Large Corporates & Financial Institutions and Asset Management divisions and with Ringkjøbing Landbobank.

On 21st June, 2023, SEB announced that SEB Kort Bank AB, a wholly owned subsidiary of SEB Group, has entered into an agreement with Lufthansa Group to acquire all shares in Lufthansa AirPlus Servicekarten GmbH, a corporate payment services provider. The cash purchase price for the acquisition is EUR 450 million. The acquisition is expected to close in the second half of 2024, subject to closing conditions and regulatory approvals.

From its origins as primarily a Swedish bank established over 160 years ago, SEB has become a leading Nordic financial services group, with more than half of its customers and approximately half of its staff located outside Sweden.

RATINGS

SEB's issuer ratings as of the date of this Prospectus are Aa3, A+ and AA- by Moody's, S&P and Fitch, respectively. Each of Moody's, S&P and Fitch is established in the European Union (the EU) and/or the UK and is registered under the CRA Regulation. As such, each of S&P, Moody's and Fitch is included in the list of credit rating agencies published by the European Securities and Markets Authority (ESMA) on its website (at <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with the CRA Regulation.

SHARE CAPITAL AND OWNERSHIP DETAILS

The Bank's share capital is expressed in SEK and is distributed among the shares issued by the Bank. The Bank has two classes of shares outstanding: A Shares and C Shares. Each A Share carries one vote and each C Share carries 0.1 vote. Each shareholder entitled to vote at a meeting may vote the full number of shares owned without limitation. Following the shareholders' resolution at the Annual General Meeting (the "**AGM**") of the Bank held on 6th March, 2009 and pursuant to the Bank's Articles of Association adopted at such AGM, the share capital shall amount to not less than SEK 10,000,000,000 and not more than SEK 40,000,000,000 and the number of shares shall not be less than 1,000,000,000 and shall not exceed 4,000,000,000. Each A Share and each C Share carries equal rights to dividends and any surplus in connection with liquidation.

Both the A Shares and the C Shares are listed on Nasdaq Stockholm, under the tickers "SEB A" and "SEB C", respectively. The ISIN code for the A Shares is SE0000148884 and the ISIN code for the C Shares is SE0000120784. Further information about the SEB shares can be found on the Issuer's website at <https://sebgroup.com/investor-relations/the-share> (the information on the website does not form part of this Prospectus unless that information is incorporated by reference into this Prospectus).

The following table shows information about the Bank's issued share capital as of 31st August, 2024:

Share series	Number of shares	Number of votes	Percentage of all	
			Capital	Votes
A	2,075,683,797	2,075,683,797	98.8%	99.9%
C	24,152,508	2,415,251	1.2%	0.1%
Total	2,099,836,305	2,078,099,048	100.0%	100.0%

On 31st July, 2024, the Bank had approximately 283,851 shareholders. The 10 largest shareholders held approximately 50.2 per cent. of the Bank's total share capital and approximately 50.5 per cent. of the votes in the Bank. Non-Swedish shareholders held approximately 28 per cent. of the Bank's capital as of 31st July, 2024.

As of 31st July, 2024 there were seven shareholders in the Bank holding more than 2.5 per cent. of the share capital, as shown in the table below.

As of 31st July, 2024	Number of shares	of which C shares	Percentage of all	
			Shares	Votes
Investor AB	456,198,927	4,000,372	21.73	21.78
AMF Pension & Funds	109,320,136	-	5.21	5.26
Alecta Tjänstepension	97,899,763	-	4.66	4.71
Swedbank/Robur Funds	83,511,081	-	3.98	4.02
Vanguard	60,895,898	662,112	2.90	2.90
BlackRock	60,327,790	21,861	2.87	2.61
Handelsbanken Funds	54,238,788	52,236	2.58	2.61

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

SEB and its shareholders comply with applicable rules and regulation (such as the Swedish Companies Act (*aktiebolagslagen (2005:551)*)) to ensure that the control over SEB is not abused. Furthermore, SEB is subject to provisions under the Swedish Banking and Financing Business Act (*lag (2004:297) om bank- och finansieringsrörelse*) which prohibits SEB from entering into unfavourable transactions with its shareholders.

As far as SEB is aware, no person or persons acting together has the control over SEB (where "control" means acquiring or controlling, directly or indirectly, more than fifty per cent. of the votes the SEB or the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of SEB. Further, as far as SEB is aware, there are no shareholders' agreements or other agreements which could result in a change of control of SEB.

CORPORATE OBJECTS AND PURPOSES

In accordance with article three of the Bank's articles of association, its principal corporate objects and purposes are to carry on such banking and financial activities as are referred to in Chapter 1, Section 3 and Chapter 7, Section 1 of the Swedish Banking and Financing Business Act (2004: 297), together with all activities related thereto.

BUSINESS DIVISIONS

SEB is organised into the following six divisions: Large Corporates & Financial Institutions, Corporate & Private Customers, Baltic, Private Wealth Management & Family Office, Life and Asset Management.

The Private Wealth Management & Family Office division became operational as of 1st June, 2021 and became subject to the Group's financial reporting as of 1st January, 2022. For information on upcoming changes to the business divisions within SEB, please refer to the section "*Planned changes to the Organisational Structure*" below.

Large Corporates & Financial Institutions

The Large Corporates & Financial Institutions division is primarily responsible for SEB's activities relating to large corporations (including real estate and shipping clients and financial sponsors) and financial institutions (including banks, asset managers, insurance companies, pension funds, foundations, central banks and sovereign wealth funds).

The division is also responsible for developing and providing products and services to all customer segments within the areas of:

- Investment Banking – which includes Corporate Finance, (which provides advisory services relating to mergers and acquisitions and equity capital markets), Corporate Loan Origination (origination, structuring and execution of loan transactions for Nordic and German borrowers), Equities, Equity Capital Markets and Debt Capital Markets (which arranges structures and executes debt transactions, including bonds, corporate acquisition financings, general corporate refinancing and leveraged buy-outs as well as other types of complex debt facilities);
- FICC Markets – which provides execution and research and development of financial instruments within Fixed Income, Foreign Exchange, and Commodities; as well as financial risk advisory; and
- Corporate Banking, Structured Finance and Institutional Banking – which provides global custody, sub-custody, depositary, cash clearing, prime collateral services, derivatives clearing, risk and valuation services and back office for hire to financial institutions. In addition, several products are combined in the following product offerings: fund services, prime brokerage and prime services. Cash management, liquidity management and payment services, trade and supply chain financing and working capital solutions product clusters are also included.

SEB's Large Corporates & Financial Institutions division operates in the Nordic countries, Germany and the UK and is supported through SEB's network of international branches, subsidiaries and representative offices in New York, Singapore, Luxembourg, Beijing, Shanghai, Warsaw, Kiev, New Delhi, Hong Kong and elsewhere.

Corporate & Private Customers

SEB's Corporate & Private Customers division offers full banking and advisory services to private individuals and small and medium-sized corporate customers in Sweden, as well as card services in four Nordic countries.

As of 31st December, 2023, the division serves approximately 1.3 million active private customers and approximately 188,000 full-service corporate customers.

As of 30th June, 2024, customers within SEB's Corporate & Private Customers division have access to the range of SEB's product offerings and services through 77 branch offices in Sweden and through digital services. Approximately 55 per cent. of SEB's household mortgage applications and almost 35 per cent. of new private customers in Sweden were applied for and onboarded digitally during the year 2023.

With a leading position in corporate payment solutions in the Nordic region, the Card business area had a total average of approximately 3.6 million charge, credit, debit and co-branded cards in issue as of 31st December, 2023 in the Nordic region. SEB's card issuing business includes brands such as Eurocard, Spendwise and several co-brands. SEB has obtained the exclusive right to operate with the Eurocard brand in Finland, Sweden, Norway and Denmark. In Estonia, Latvia, Lithuania, Poland, Russia, Switzerland and Ukraine, SEB has a nearly exclusive right to distribute Eurocard cards (subject to any existing right previously granted to a third party, which in practice is unlikely to be exercised), as no additional licenses are expected to be approved pursuant to SEB's licensing agreement with Eurocard, which supports its objective to be the market leader for commercial cards in the Nordic region.

Private Wealth Management & Family Office

The division Private Wealth Management & Family Office provides comprehensive banking infrastructure, access to capital markets, financing solutions and individually tailored advisory services to entrepreneurs, high net worth individuals, foundations and professional family offices and their families and businesses in SEB's home markets.

Baltic

The Baltic division serves more than 1 million private home residential customers and approximately 104,000 residential customers among companies across several industries and is responsible for retail and corporate banking, trading and capital markets and transaction services to Estonian, Latvian and Lithuanian clients. The financial results generated by structured finance and life and asset management provided in these countries are recorded in the Large Corporates & Financial Institutions, the Life and the Asset Management operating segments, respectively. This division's product range includes advisory services, mortgage and other lending, savings products and cards for both SMEs and private individuals in Estonia, Latvia and Lithuania.

The Baltic division's customers have access to the range of SEB's product offerings and services through 51 branch offices in the Baltic countries as of 31st March, 2024, internet and mobile telephone banking and personal telephone banking services. The Baltic division also provides automatic bank service machines (including ATMs and machines for cash deposits).

As well as operating in a pan-Baltic structure of Baltic retail banking, Baltic corporate banking and Baltic treasury, the Baltic division is formally organised into three business units by geography:

- Estonia;
- Latvia; and
- Lithuania.

Life

The Life business offers products within the area of pension and life insurance for individuals and corporations, mainly in Sweden and the Baltic countries. The Life business offers both unit-linked, traditional insurance and other pension savings products including health insurance. Unit-linked and portfolio bond products represented 85 per cent. of total sales of insurance policies in the three months ended 30th June, 2024.

The Life business operates mainly under SEB Life and Pension Holding AB, a wholly-owned subsidiary of the Bank, and its various subsidiaries, which provide both unit-linked and traditional life insurance. The division provides life insurance solutions to approximately 821,000 private and 95,000 corporate customers with 402,000 policyholders as at 31st December, 2023 and is organised into two business lines:

- SEB Life, Sweden; and
- SEB Life International.

Certain portions of SEB's traditional life insurance business are run through entities or under portfolios and funds that are not consolidated into the Group's accounts.

The Life business' products are distributed through the retail branch network, insurance mediators and agents. In the first quarter of 2022, own sales personnel were moved to the Corporate & Private Client division.

Asset Management

The asset management business distributes its services through the Life division, SEB's retail network and the private banking units in SEB's core markets and in Singapore and Luxembourg, as well as through third-party distributors.

The product offering of this business includes a broad range of funds, undertakings for collective investments in transferable securities (UCITS) and alternative investment funds (AIFs) with diverse investment strategies and tailored portfolios for institutional buyers. Sustainability is a focus area for SEB's asset management business, which has been integrated into its daily business, with UN's Principle for Responsible Investments (PRI) serving as a guide for sustainability activities, with an emphasis on inclusion, engagement and exclusion.

Planned changes to the Organisational Structure

On 17 September, SEB announced that it, with effect from 1 January 2025, will implement a new organisational structure that will entail the following changes to SEB's business divisions:

- The divisions Private Wealth Management & Family Office (PWM&FO), Asset Management and Life will be consolidated into one division – Wealth & Asset Management. The new Wealth & Asset Management division will be headed by William Paus, who is currently Head of PWM&FO.
- The current division Large Corporate & Financial Institutions will be renamed Corporate & Investment Banking. SEB has appointed Andreas Fredriksson, currently Head of Corporate Banking, and John Turesson, currently Head of Investment Banking, as new co-Heads of the division.
- The current division Corporate & Private Customers will be renamed Business & Retail Banking.

With the new divisional structure, SEB will have four divisions as of 1 January 2025, compared with the current six. These are Corporate & Investment Banking, Business & Retail Banking, Wealth & Asset Management and Baltic.

COMPETITION IN KEY MARKET SEGMENTS

In Sweden, the banking system is highly consolidated, with the four largest banking groups – Nordea Bank Abp (**Nordea**), SEB, Svenska Handelsbanken AB (**Svenska Handelsbanken**) and Swedbank AB (**Swedbank**) – accounting for approximately 74 per cent. of the total assets in the banking market as of 30th June, 2024 according to Statistics Sweden⁸. These four banks together represented approximately 64 per cent. of total Swedish customer deposits and approximately 64 per cent. of total customer lending as of 30th June, 2024, according to the same source. After Nordea's change of home country from Sweden to Finland, its assets reported in the Swedish branch of Nordea Bank Abp decreased to SEK 1.0 billion as of 31st December, 2019 but increased to SEK 1.1 billion as of 30th June, 2024.

Each of these banks offers comprehensive banking services to Swedish corporate clients. Despite their significant incumbent market shares, SEB and each of these other banks compete keenly in the Swedish market both in terms of price as well as service, particularly in respect of the deposit market. This competitive environment is evidenced by the relatively low margins and fees in Sweden for the full range of corporate and retail financial services, in common with other mature and consolidated European banking markets.

In recent years, a number of fintech or alternative service providers have entered the banking market, including the mortgage and payment segments. In the mortgage market, competition from small and medium-sized banks and new entrants has intensified. These competitors, including mortgage credit companies and alternative investment funds, have gradually taken market share from the larger banks over the years.

⁸ See <https://scb.se/hitta-statistik/statistik-efter-amne/finansmarknad/finansella-foretag-forutom-forsakringsforetag/banker-och-kreditmarknadsforetag-tillgangar-och-skulder/>

In the Swedish life insurance market, SEB's main competitors include Försäkringsaktiebolaget Skandia and, for occupational pensions, Folksam Försäkringsbolag.

The three major banks in Sweden that SEB competes with are also key competitors from a Nordic perspective. Danske Bank is also becoming an important competitor for SEB in the Swedish non-financial corporate market. SEB's main competitor in Finland is Nordea, both in the corporate and wealth management segments. Sampo Bank ABP (part of Danske Bank A/S) is also a key competitor in Finland. In Norway, DNB Bank ASA and Fokus Bank ASA (also part of Danske Bank A/S) are the key competitors. SEB's two main competitors in Denmark are Danske Bank and Nordea.

In Germany, SEB's business faces its primary competition from Deutsche Bank, Commerzbank and UniCredit as well as BNP Paribas, HSBC and ING.

In the Baltic countries, SEB's main competitors are Swedbank and Luminor, though a number of local banks have increased their market shares in recent years. SEB also competes with other large international banks in the wholesale and investment banking area.

SUBSIDIARIES

The Bank is the parent company of the Group. The Bank's large subsidiaries are SEB Life and Pension Holding AB, SEB Kort Bank AB, AS SEB Pank (Estonia), AS SEB banka (Latvia) and AB SEB bankas (Lithuania), which are all wholly owned. SEB's subsidiaries as of 31st December, 2023 are listed in Note 22 to the 2023 Financial Statements incorporated by reference in this Prospectus. In addition, a portion of SEB's traditional life insurance business is carried out through a non-consolidated entity, Gamla Liv, as described in Note 1, "Accounting Policies" to the 2023 Financial Statements.

THE BOARD OF DIRECTORS, SENIOR MANAGEMENT AND AUDITORS

The Board of Directors (the “**Board**”) has the overall responsibility for the activities carried out within the Bank and the Group and thus decides on the nature, direction, strategy and framework of their activities and sets the objectives for these activities.

The President is responsible for the day-to-day management of the Group’s activities in accordance with the guidelines and established policies and instructions of the Board. The President reports to the Board and submits at each Board meeting a report on, among other things, the development of the business in relation to resolutions taken by the Board at each of its meetings.

The Group has three control functions, which are independent from the business operations: Group Internal Audit, Group Compliance and Group Risk.

The Board

Members of the Board are appointed by the shareholders at the AGM for a term of office of one year, extending through the next AGM. In accordance with the Swedish Code of Corporate Governance, the Chair of the Board is also appointed at the AGM of the Bank’s shareholders for a term of office until the end of the next AGM. The Bank’s articles of association specify that the Board shall consist of not less than six and not more than thirteen members, with a maximum of six deputies. In addition, and in accordance with Swedish law, there must be directors appointed by the Bank’s employees. As at the date of this Prospectus, the Board has eleven directors, without any deputies, all of whom were re-elected by the shareholders at the Bank’s AGM held on 19th March, 2024 and two members and two deputies appointed by the Bank’s employees. The President is the only member of the Board elected by the shareholders who is also an employee of the Bank. All other members of the Board elected by shareholders at the Bank’s AGM are considered to be independent in relation to the Bank and its management. With the exception of Marcus Wallenberg, Helena Saxon and Sven Nyman, who are not considered to be independent directors due to their respective relationships with Investor AB, which is a major shareholder of SEB, all other members of the Board are considered to be independent in relation to the major shareholders of SEB.

The Board appoints and dismisses the President and his/her deputy as well as the Executive Vice Presidents, the Chief Risk Officer, the members of the Group Executive Committee (“**GEC**”) and the Head of Group Internal Audit.

Committees of the Board

The Board of Directors has established committees, pursuant to the Board’s instructions, to handle certain defined issues and to prepare such issues for decision by the Board of Directors. At present, there are three committees within the Board: the Risk and Capital Committee, the Audit and Compliance Committee and the Remuneration and Human Resources Committee. Minutes are kept of each committee meeting and the committees submit regular reports to the Board. Neither the President nor any other officer of the Bank is a member of any of the committees. The work of the Board committees is regulated through instructions adopted by the Board.

Risk and Capital Committee

The Risk and Capital Committee of the Board supports the Board in overseeing and ensuring that the Group’s organisation is managed in such a way that all risks inherent in the Group’s business are identified, defined, measured, monitored and controlled in accordance with the Board’s risk tolerance statement as well as external and internal rules. The Risk and Capital Committee sets the principles and parameters for measuring and allocating risk and capital within the Group and oversees risk management systems and the risk tolerance and the strategy for the near and long-term, as well as the implementation of this strategy. The Risk and Capital Committee reviews and makes proposals for Group policies and strategies, and monitors the implementation of these policies. The Risk and Capital Committee makes proposals to the Board regarding the decisions to be taken by the Board concerning limits for market and liquidity risks.

The Risk and Capital Committee adopts credit policies and instructions that supplement the Group Credit Policy and the Group Credit Instruction and makes decisions on individual credit matters (matters of major importance or of importance as to principles). In addition, the Risk and Capital Committee reviews on a regular basis both significant developments in the credit portfolio and the credit evaluation process within the Group. It also examines matters relating to operational risk, market and liquidity risk and insurance risk.

The Risk and Capital Committee regularly reviews essential changes in the overall capital and liquidity situation and the capital adequacy situation of the Group. The Risk and Capital Committee deals with changes in the Group's capital goals and with capital management matters, and makes proposals to the Board on such matters, including dividend levels and the set-up and utilisation of repurchase programmes of own shares.

The Risk and Capital Committee consists of three members and any decision by the Risk and Capital Committee requires the presence of at least two members, one of which must be the Chair or the Vice Chair. The current Risk and Capital Committee members are Jacob Aarup-Andersen, Chair, Marcus Wallenberg, Vice Chair, Sven Nyman and Lars Ottergård. The Committee held 14 meetings in 2023.

Audit and Compliance Committee

The Audit and Compliance Committee of the Board supports the work of the Board in terms of quality assurance of the Group's financial reports and internal control over financial reporting. The Audit and Compliance Committee maintains regular contact with the external and internal auditors of the Group and discusses coordination of their activities. It ensures that any remarks and observations from the auditors are addressed. The Audit and Compliance Committee deals with the accounts and interim reports, as well as with audit reports, including any changes in the accounting rules. It assesses the external auditors' work and independence and prepares proposals for new auditors prior to the AGM's election of the auditors.

The Audit and Compliance Committee also approves the Group's compliance plan. The internal audit and compliance activities are monitored on a continuous basis.

The Audit and Compliance Committee consists of four members, none of whom are employed by the Group. The Audit and Compliance Committee forms a quorum whenever a minimum of two members are present, including the Chair or Deputy Chair of the Audit and Compliance Committee. The current Audit and Compliance Committee members are Helena Saxon, Chair, Marcus Wallenberg, Vice Chair and Winnie Fok. The Committee held seven meetings in 2023. The external auditors attended all of these meetings, except when their own work was evaluated.

Remuneration and Human Resources Committee

The Remuneration and Human Resources Committee of the Board prepares proposals for appointments of the President and the members of the GEC. The Remuneration and Human Resources Committee develops, monitors and evaluates SEB's incentive programmes and how the guidelines established by the AGM for remuneration of the President and the members of the GEC are applied. The Remuneration and Human Resources Committee furthermore prepares matters regarding incentive programmes and pension plans, monitors the pension commitments of the Group and monitors, together with the Risk and Capital Committee of the Board, all measures taken to secure the pension commitments of the Group, including the development of the Group's pension foundations. It also discusses personnel matters of strategic importance, such as succession planning for strategically important positions and other management supply issues.

The Remuneration and Human Resources Committee consists of three members, none of whom is employed by the Group. The Remuneration and Human Resources Committee forms a quorum whenever a minimum of two members are present, including the Chair or Deputy Chair of the Remuneration and Human Resources Committee. The current Remuneration and Human Resources Committee members are Signhild Arnegård Hansen, Chair, Marcus Wallenberg, Vice Chair and Anne-Catherine Berner. The Committee held six meetings in 2023.

President

The President is responsible for the day-to-day management of the Group's activities in accordance with the guidelines and established policies and instructions of the Board. The President reports to the Board and submits at each Board meeting a report on, among other things, the development of the business in relation to resolutions taken by the Board at each of its meetings.

The President appoints the Heads of Divisions, the Finance Director, the Head of Group Finance, the Head of Group & Business Services and the Heads of various staff and Group functions. The President also appoints the Head of Group Compliance. The Finance Director and the Head of Group Finance are appointed in consultation with the Chair of the Board and the Head of Group Compliance after approval by the Audit and Compliance Committee of the Board.

The President has three different committees at his disposal for the purpose of managing the Group's operations: the GEC for business issues, the Group Risk Committee for credit issues and the Group's Asset-Liability Committee for capital and risk issues.

Group Executive Committee

In order to protect the interests of the Group, the President consults with the GEC on matters of major importance. The GEC deals with, among other things, matters of common concern to several divisions, strategic issues, business plans, financial forecasts and reports.

As at the date of this Prospectus, the members of the GEC are as follows:

<u>Name</u>	<u>Position, Other Assignments and Background</u>
Johan Torgeby	<p>President and Chief Executive Officer.</p> <p><i>Other present assignments:</i> Director of Nasdaq Inc., Director of the Swedish Bankers' Association. Director of the Institute of International Finance. Director of Mentor Sweden. Council member of Finnish-Swedish Chamber of Commerce. Member of YPO Young Presidents' Organisation and LUSEM Advisory Board Lund University. IIEB (Institut International d'Études Bancaires).</p> <p><i>Background:</i> The Board appointed Johan Torgeby as the new President and CEO effective as of 29th March, 2017. Johan Torgeby has been an SEB employee since 2009. He has served as Head of Client Coverage in SEB's former Merchant Banking division and, between 2014 and 2016, as co-Head of the former Merchant Banking division. Prior to joining SEB, he was a Portfolio Manager and Macro-economist at Robur Asset Management (Swedbank), Head of Nordic and Dutch Corporate Debt Capital Markets & Risk Management as well as Executive Director, Financial Sponsors Group Private Equity at Morgan Stanley in London and Stockholm.</p>
Mats Torstendahl	<p>Deputy President and Chief Executive Officer since 2021. Group Financial Crime Prevention Senior Manager since 2021, Group Data Privacy Senior Manager since 2018, Head of Corporate & Private Customers between 2018 and 2020, co-head of Corporate & Private Customers between 2016 and 2018.</p> <p><i>Background:</i> Mats Torstendahl started his career at ABB in 1985. In 1987, he moved to Östgöta Enskilda Bank, where he was branch manager in Stockholm between 1996 and 2000. He was appointed Executive Vice President of Danske Bank in Sweden in 2001 and Senior Executive Vice President and Head of Danske Bank Sweden and a member of Danske Bank Group Executive Committee between 2004 and 2008. He joined SEB as Head of the former Retail Banking division in 2009.</p>
Masih Yazdi ⁹	<p>Chief Financial Officer since 2020.</p> <p><i>Background:</i> Prior to taking on his present position, Masih Yazdi was a highly ranked equity research analyst at Erik Penser Bank, Credit Suisse and SEB. He has also worked as a risk analyst at the SFSA. He joined</p>

⁹ On 19 September 2024, SEB announced that Masih Yazdi will leave his position at SEB. He will remain within in the Bank until March 2025. The process to find his replacement has been initiated but, as of the date of this Prospectus, no replacement has been decided.

Name	Position, Other Assignments and Background
	SEB in 2013, acting as Head of Group Financial Management since 2016 and was appointed as the Finance Director in 2018.
Mats Holmström	<p>Chief Risk Officer since 2021.</p> <p><i>Background:</i> Mats Holmström joined SEB in 1990 and has held various positions. Most recently he was Head of Corporate Banking since 2017, and prior to that he was Head of Project, Asset and Structured Finance.</p>
Jonas Söderberg	<p>Head of Corporate & Private Customers since 2021.</p> <p><i>Background:</i> Jonas Söderberg joined SEB in 1999 and has held numerous positions, including most recently Head of Region North – Corporate & Private Customers, Head of Investor Relations and Senior Advisor to Head of Large Corporates & Financial Institutions.</p>
William Paus	<p>Executive Vice President, Head, Private Wealth Management and Family Office since 2021.</p> <p><i>Background:</i> William Paus joined SEB in 1992 and has held numerous positions within the Large Corporates & Financial Institutions division in Norway, Germany and Singapore and as the Co-Head of Large Corporates & Financial Institutions.</p>
Jeanette Almberg	<p>Head of Business Support & Operations since 2022. Group Data Privacy Senior Manager since 2023.</p> <p><i>Background:</i> Jeanette Almberg has been an SEB employee since 2008. She has acted as SEB Head of Group Human Resources, Head of SEB Kort, Head of SEB Operations and Head of Customer Operations Tele2. She has also held a number of positions within marketing and sales within various industries.</p>
Robert Celsing	<p>Head of Group Human Resources since 2022.</p> <p><i>Background:</i> Robert Celsing has been an SEB employee since 2007, holding several positions within the Large Corporates & Financials Institutions division, including Head of FICC (Fixed Income, Currencies and Commodities) Markets, Global Head of FX and Global Head of FX Trading. Prior to joining SEB he worked for Citibank and Scania.</p>
Jonas Ahlström	<p>Head of Large Corporates & Financial Institutions division since 2023 and Co-Head of Large Corporate & Financial Institutions division since 2021.</p> <p><i>Background:</i> Jonas Ahlström joined SEB in 2005 from Investor AB and has since then held several strategic, advisory and leading roles in different parts of the bank. He has held the position as head of SEB Group's strategy office where he played a vital role in the creation and execution of SEB's business plans. In 2018, he assumed the role as Chief Financial Officer (CFO) of the Baltic division and in 2020 as Head of Baltic division.</p>
Niina Äikäs	<p>Head of Baltic division since 2021.</p> <p>Niina Äikäs joined SEB in 2008 and has held various positions within the Bank, including Head of Large Corporate Coverage in Finland.</p>

Name	Position, Other Assignments and Background
Petra Ålund	<p>Head of Group Technology since 2019 and Group Outsourcing Senior Manager since 2020.</p> <p><i>Background:</i> Petra Ålund has held senior positions within the IT area at Sandvik and Ericsson before she joined SEB as head of IT Services in 2017 and became head of Technology in June 2019.</p>
Ulrika Areskog Lilja	<p>Head of Group Brand Marketing and Communication since 2021.</p> <p><i>Background:</i> Prior to joining SEB, Ulrika held several leading communication roles at Stora Enso, SSAB, OMX Stockholm Stock Exchange and Neonet.</p>

Planned changes to the GEC

On 17 September 2024, SEB announced the following changes to the GEC, with effect from 1 January 2025, unless otherwise stated.

- Jonas Ahlström, currently Head of the Large Corporates & Financial Institutions division, is appointed COO and deputy President & CEO.
- Cecilia Wolrath Ekenbäck, Head of Group Compliance, is appointed member of the GEC.
- Petra Ålund, currently Head of Group Technology, is appointed Head of Group Human Resources as of 1 October 2024, and continues as member of the GEC. She is succeeding Robert Celsing, who continues as Senior Banker.
- Linnéa Ecorcheville, Head of Life, and Javiera Ragnartz, Head of Asset Management, are appointed adjunct members of the GEC.

These changes in combination with the new divisional structure, (for further information on the new divisional structure, please refer to the section “*Planned changes to the Organisational Structure*” above) means that the GEC will, in addition to the President & CEO, consist of the Deputy CEO, Chief Financial Officer, Chief Risk Officer, Chief Operating Officer & Deputy CEO, Head of Wealth & Asset Management, co-Heads of Corporate & Investment Banking, Head of Business & Retail Banking, Head of Baltic, Head of Brand, Marketing & Communication, Head of Group Compliance and Head of Group Human Resources, all of whom report directly to SEB’s President and CEO as of 1 January 2025. In addition, Linnéa Ecorcheville, Head of Life, and Javiera Ragnartz, Head of Asset Management, will be adjunct members of the GEC.

Group Risk Committee

The Group Risk Committee is a Group-wide decision-making unit, covering all types of risk and evaluating portfolios, products and clients from a comprehensive risk perspective. The Group Risk Committee is authorised by the Board to make all credit decisions, with the exception of a few matters that are reserved for the Risk and Capital Committee of the Board as described under “—Committees of the Board—Risk and Capital Committee”. The Group Risk Committee is also responsible for:

- Ensuring that all risks inherent in the Group’s activities are identified, defined, measured, monitored and controlled in accordance with external and internal rules;
- Supporting the President in ensuring that decisions regarding the Group’s long-term risk appetite are complied with; and
- Ensuring that the Board’s guidelines for risk management and risk control are adhered to and that the necessary rules and policies for risk taking within the Group are maintained and enforced.

The President is the chair of the Committee and the Chief Risk Officer is its deputy chair. The Group Risk Committee typically meets on a weekly basis.

Asset-Liability Committee

The Asset-Liability Committee, chaired by the President, is a Group-wide decision making, monitoring and consultative body that handles financial stability; the trade-off between financial reward and risk appetite; strategic capital and liquidity issues; structural issues and issues concerning the development of the balance sheet and other business volumes; and financing issues relating to wholly-owned subsidiaries, among other matters.

Internal audit, compliance and risk control

Group Internal Audit is an independent Group-wide function, reporting directly to the Board. The main responsibility of Group Internal Audit is to provide reliable and objective assurance to the Board and the President on the effectiveness of controls, risk management and governance processes with the aim of mitigating current and evolving risks and in so doing enhancing the control culture within the Group. The Head of Group Internal Audit reports regularly to the Audit and Compliance Committee of the Board and keeps the President and the Group Executive Committee regularly informed. The Audit and Compliance Committee adopts an annual plan for the work of Group Internal Audit.

The Group Compliance function is fully independent from the business operations, although it serves as a support function for the Group's business operations. Group Compliance is instructed to act proactively by providing information, advice, control and follow-up within the compliance areas. The areas of responsibility for Group Compliance include customer protection, market conduct, prevention of money laundering and financing of terrorism, and regulatory systems and control. The duties of the Group Compliance function are risk management, monitoring, reporting, development of internal rules within the compliance area, training and communication and relations with regulators. The Head of Group Compliance reports regularly to the President and the GEC and informs the Audit and Compliance Committee about compliance issues. Following a Group-wide compliance risk assessment and approval from the Audit and Compliance Committee, the President adopts an annual compliance plan.

The Board has the ultimate responsibility for the risk organisation and for the maintenance of satisfactory internal controls. The Board establishes the overall risk and capital policies and monitors the development of risk exposure. The Risk and Capital Committee works to ensure that all risks inherent in the Group's activities are identified, defined, measured, monitored and controlled in accordance with external and internal rules. Specific risk mandates are established by the Board and further allocated by Board committees, executive management committees and other risk control bodies.

The Chief Risk Officer function is the unit responsible for monitoring the Group's risks, primarily credit risk, market risk, operational risk and liquidity risk. It is a function that is deeply embedded in, yet independent from, business operations at the divisional level.

The Board has adopted instructions for the internal audit and compliance activities of the Group.

Directors of SEB

As at the date hereof, the members of the Board are as follows:

Directors elected at the AGM held on 19th March, 2024

Names	Position
Marcus Wallenberg ⁽²⁾⁽⁴⁾⁽⁶⁾	<i>Chair of the Board.</i> Chair of Saab AB and FAM AB, Vice Chair of Investor AB, EQT AB and the Knut and Alice Wallenberg Foundation. Director of AstraZeneca PLC.
Sven Nyman ⁽⁹⁾	<i>Deputy Chair of the Board.</i> Director of Investor, Ferd Holding AS (Norway), the Nobel Foundation Investment Committee, the Stockholm School of Economics Association, the Stockholm School of Economics and Axel and Margaret Ax:son Johnsons Foundation.
Signhild Arnegård Hansen ⁽⁵⁾	Chair of SnackCo of America Corp. Chair of the Swedish-American Chamber of Commerce (SACC), USA. Director of SOS Children Villages Sweden and SACC New York. Director of the Royal Swedish Academy of Engineering Sciences (IVA).
Winnie Fok ⁽⁸⁾	Director of Geely Holding Group, Limited. Senior Advisor to Wallenberg Foundations AB.
John Flint	CEO of UK Infrastructure Bank.
Svein Tore Holsether	CEO and Group Chief Executive of Yara International (Norway). Chair of the Confederation of Norwegian Enterprise, the International Fertilizer Association. Member of the World Business Council for Sustainable Development. Member of the Steering Committee of the IMAGINE Food Collective and the Alliance of CEO Climate Leaders at the World Economic Forum.
Lars Ottersgård ⁽⁹⁾	Deputy Director in EKO Respecta.
Anne-Catherine Berner ⁽⁷⁾	Director of Avesco AG (Switzerland), Medicover AB and Adven/Getec (Infrastructure Investment Fund "IIF") and several directorships in foundations.
Helena Saxon ⁽³⁾	CFO of Investor AB. Director of Swedish Orphan Biovitrum AB.
Jacob Aarup-Andersen ⁽¹⁾	CEO and Group Chief Executive of ISS Group, Denmark. Member of the Permanent Committee on Business Policies of Danish Industry.
Johan Torgeby	<i>President and Group Chief Executive Officer.</i> Director of Nasdaq Inc., Director of the Swedish Bankers' Association. Director of the Institute of International Finance. Director of Mölnlycke Holding AB. Director of Mentor Sweden. Council member of Finnish-Swedish Chamber of Commerce. Member of YPO Young Presidents' Organisation and LUSEM Advisory Board Lund University. IIEB (Institut International d'Études Bancaires).

Directors appointed by the employees:

Anna-Karin Glimström	Chair of Financial Sector Union of Sweden SEB Group, Chair of Financial Sector Union Western section in SEB, Director of EB-SB Fastigheter AB and Director of EB-SB Holding AB.
Marika Ottander	President Akademikerföreningen.

Deputy Directors appointed by the employees:

Göran Nettelbladt	Director Akademikerföreningen.
Lena Skullman	Business specialist at SEB.

- (1) Chair of the Risk and Capital Committee of the Board.
- (2) Deputy Chair of the Risk and Capital Committee of the Board.
- (3) Chair of the Audit and Compliance Committee of the Board.
- (4) Deputy Chair of the Audit and Compliance Committee of the Board.
- (5) Chair of the Remuneration and Human Resources Committee of the Board.
- (6) Deputy Chair of the Remuneration and Human Resources Committee of the Board.
- (7) Member of the Remuneration and Human Resources Committee of the Board.
- (8) Member of the Audit and Compliance Committee of the Board.
- (9) Member of the Risk and Capital Committee of the Board.

Additional information on the Directors of SEB and Group Executive Committee***Conflicts of interest***

With the exception of Marcus Wallenberg and Helena Saxon, who are not considered to be independent directors due to their respective relationships with Investor AB, which is a major shareholder of SEB, none of the persons described in the section “*Directors of SEB*” or the section “*Group Executive Committee*” of the Prospectus has any actual or potential conflict of interest between his or her duties to the Bank and his or her private interests and/or other duties.

Business address

The business address of each of the persons described in the section “*Directors of SEB*” or the section “*Group Executive Committee*” of the Prospectus is Skandinaviska Enskilda Banken AB (publ), Kungsträdgårdsgatan 8, SE-106 40 Stockholm, Sweden.

Auditor

Both the 2022 and 2023 Annual Financial Statements have been audited by Ernst & Young AB, with Hamish Mabon as auditor in charge, as set forth in the auditors’ reports incorporated by reference in this Prospectus.

The above-mentioned auditor in charge is a member of FAR, the professional institute for authorised public accountants, licensed auditors for financial institutions and other highly qualified professionals in the accountancy sector in Sweden.

LEGAL CONSIDERATIONS AND SUPPLEMENTARY INFORMATION

Swedish Financial Supervisory Authority approval

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

This Prospectus is valid for twelve (12) months after the date of the approval of the Prospectus. The obligation to supplement this Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Prospectus is no longer valid.

Authorisations and responsibility

SEB has obtained all necessary resolutions, authorisations and approvals required in conjunction with the Notes and the performance of its obligations relating thereto. The issuance of the Notes was authorised by a resolution of the Board of SEB on 27th August, 2024 and this Prospectus was approved by the SFSA on 23 September 2024.

SEB accepts responsibility for the information contained in this Prospectus and declares that, to the best of its knowledge, the information contained in this Prospectus in accordance with the facts and the Prospectus makes no omission likely to affect its import. The Board of Directors of SEB is, to the extent provided by law, responsible for the information contained in this Prospectus and declares that, to the best of its knowledge, the information contained in this Prospectus is in accordance with the facts and the Prospectus makes no omission likely to affect its import. The Dealers and the Arranger have not verified the content in this document and are thus not responsible for the information presented in the Prospectus.

Material agreements

Neither SEB nor any other Group Company has concluded any material agreements not entered into in the ordinary course of its business which could result in a member of the Group being under an obligation or entitlement that is material to SEB's ability to meet its obligations to Noteholders.

Legal and arbitration proceedings

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

The Group operates in a legal and regulatory environment that exposes it to potentially significant litigation and regulatory risks. See also the risk factor "*SEB may become subject to various legal proceedings, which could have a material impact on its financial condition, results of operations, liquidity and/or prospects, and could result in reputational damage*". The Group's banking and other operations, including its insurance operations, like those of other financial services companies, have been the subject of regulatory scrutiny from time to time. For example, the Group is subject to applicable anti-money laundering and terrorist financing laws. The supervisory authorities conduct ongoing inspections of the Group's compliance with anti-money laundering legislation that could lead to supervisory actions. See also the risk factor "*As a financial institution, SEB is exposed to risks related to money laundering, terrorist financing activities and sanctions violations, and compliance with anti-money laundering and anti-terrorism financing rules involves significant cost and effort*" above.

Certain material interests

Danske Bank A/S, Danmark, Sverige filial, DNB Bank ASA, Nordea Bank Abp, Skandinaviska Enskilda Banken AB (publ) and Swedbank AB (publ) are Joint Bookrunners in conjunction with the issuance of the Notes. The Joint Bookrunners (and closely related companies) have provided, and may in the future provide, certain investment banking and/or commercial banking and other services to SEB and the Group for which they have received, or will receive, remuneration. Accordingly, conflicts of interest may exist or may arise as a result of the

Joint Bookrunners having previously engaged, or in the future engaging, in transactions with other parties, having multiple roles or carrying out other transactions for third parties.

Trend information

There has been no material adverse change in the prospects of SEB since 27th February 2024, being the end of the last financial period for which audited financial information of SEB was presented.

There has been no significant change in the financial performance of SEB since 30th June, 2024, being the end of the last financial period for which financial information has been published, to the date of this Prospectus.

Significant changes since 30th June 2024

There have been no significant changes in the financial or trading position of the Group since 30th June, 2024 being the end of the last financial period for which interim financial information of SEB was presented.

Incorporation by reference

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

Annual Report for 2022 (available for viewing at:

[https://webapp.sebgroup.com/mb/mblib.nsf/alldocsbyunid/90A6F3B0C1DDAFB8C1258960004B71A2/\\$FILE/annual_report_2022.pdf](https://webapp.sebgroup.com/mb/mblib.nsf/alldocsbyunid/90A6F3B0C1DDAFB8C1258960004B71A2/$FILE/annual_report_2022.pdf)

The Group

Income statement on page 111
Statement of comprehensive income on page 112
Balance Sheet on page 113
Statement of changes in equity on page 114
Cash flow statement on page 115

SEB

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Statement of comprehensive income on page 116
Balance sheet on page 117
Statement of changes in equity on page 118
Cash flow statement on page 119

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Audit report

Audit report on pages 207-211

Annual Report for 2023 (available for viewing at:

[https://webapp.sebgroup.com/mb/mblib.nsf/alldocsbyunid/DA90E32A9554BB77C1258AD0003DF8D1/\\$FILE/SEB_AR23_Web_ENG_klickbar.pdf](https://webapp.sebgroup.com/mb/mblib.nsf/alldocsbyunid/DA90E32A9554BB77C1258AD0003DF8D1/$FILE/SEB_AR23_Web_ENG_klickbar.pdf)

The Group

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Statement of comprehensive income on page 82
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Income Statement on page 85

Statement of comprehensive income on page 85

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Statement of changes in equity on page 86

Cash flow statement on page 87

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Notes to the financial statements on pages 88-179

Audit report

Audit report on pages 184-188

2024 Q2 Interim Report (available for viewing at:

<https://webapp.sebgroup.com/mb/mblib.nsf/dld/98628C5666D93ABDC1258B5C0018DB0C?opendocument>

Financial Statements - SEB Group (including comparable numbers for the three months ended 30th June, 2024)

Income statement, condensed on page 22

Statement of comprehensive income on page 22

Balance Sheet, condensed on page 23

Statement of changes in equity on page 24

Cash flow statement, condensed on page 25

Notes

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Auditor’s review report

Auditor’s review report on page 51

Definitions

Definitions on pages 53-54

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

SEB’s annual reports for 2022 and 2023 (the “**Annual Reports**”) have been prepared in accordance with International Financial Reporting Standards (IFRS) as adopted by the European Union and in accordance with the Swedish Annual Report Act (*årsredovisningslag (1995:1554)*). With the exception of the Annual Reports, no information in this Prospectus has been audited or reviewed by SEB’s auditor.

Third party information

SEB confirms that the information sourced from third parties has been accurately reproduced and that as far SEB is aware and is able to ascertain from information published by the relevant third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. The information sourced from third parties has not been audited and has not been scrutinised or approved by the SFSA.

Documents available

During the term of this Prospectus, SEB’s Certificate of Registration, Articles of Association, Annual Report for 2022, Annual Report for 2023 and the 2024 Q2 Interim Report are electronically available at <https://sebgroup.com/>. The information on the website is not part of this Prospectus and has not been scrutinised or approved by the SFSA unless that information is incorporated by reference into this Prospectus.

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