Prospectus for Morrow Bank AB

SEK 200,000,000

Floating Rate Callable Tier 2 Capital Bonds

ISIN: NO0013755249

This Prospectus was approved by the Swedish Financial Supervisory Authority on 4 August 2026. The validity of this Prospectus will expire within twelve (12) months after the date of its approval, provided that it is completed by any supplement required pursuant to Article 23 of the Prospectus Regulation. 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the event of significant new factors, material mistakes or material inaccuracies does not apply when the Prospectus is no longer valid.

Manager

Nordea Bank Abp

VINGE

IMPORTANT INFORMATION

This prospectus (the "**Prospectus**") has been prepared by Morrow Bank AB, Reg. No. 559490-6546 (the "**Company**" or the "**Issuer**"), together with each of its direct and indirect subsidiaries from time to time (the "**Issuer**", "**Group**", "**Morrow Bank**" or "**Bank**"), in relation to the application for listing of the SEK 200,000,000 floating rate callable tier 2 capital bonds with ISIN: NO0013755249 issued on 16 June 2026 (the "**Bonds**") on the corporate bond list of Nasdaq Stockholm Aktiebolag, Reg. No. 556420-8394 ("**Nasdaq Stockholm**") pursuant to the Terms and Conditions, as defined below. Nordea Bank Abp (the "**Manager**") has acted as manager in connection with the issue of the Bonds.

This Prospectus has been prepared in accordance with the standards and requirements under the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (the "**Prospectus Regulation**") and the rules and regulations connected thereto, as applicable. This Prospectus is governed by Swedish law and the courts of Sweden have exclusive jurisdiction to settle any dispute arising out of or in connection with this Prospectus. This Prospectus has been produced in an English version only and shall be read together with all documents which have been incorporated by reference (see "*Documents incorporated by reference*") and any supplements to this Prospectus. This Prospectus will be available at the Swedish Financial Supervisory Authority's website www.fi.se and the Company's website morrowbank.com. Paper copies may be obtained from the Company. Unless otherwise stated or required by context, terms defined in the terms and conditions for the Bonds in this Prospectus (the "**Terms and Conditions**") shall have the same meaning when used in this Prospectus.

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 Manager and the Issuer in respect of the Bonds has led to the conclusion that: (i) the target market for the Bonds is eligible counterparties and professional clients only, each as defined in MiFID II; (ii) the negative target market for the Bonds is clients that seek full capital protection or full repayment of the amount invested, are fully risk averse/have no risk tolerance or need a fully guaranteed income or fully predictable return profile; and (iii) all channels for distribution of the Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Bonds (a "**Distributor**") should take into consideration the Manager's and the Issuer's target market assessment. However, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Bonds (by either adopting or refining the Manager's and the Issuer's target market assessment) and determining appropriate distribution channels.

Except where expressly stated otherwise, no information in this Prospectus has been reviewed or audited by the Company's auditor. Certain financial and other numerical information set forth in this Prospectus has been subject to rounding. This Prospectus shall be read together with all documents incorporated by reference in, and any supplements to, this Prospectus. In this Prospectus, any references made to "**EUR**" and "**Euro**" refer to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended, references to "**NOK**" refer to Norwegian kroner and references to "**SEK**" refer to Swedish kronor.

Investing in bonds is not appropriate for all investors. Each investor should therefore evaluate the suitability of an investment in the Bonds in light of its own circumstances. In particular, each investor should: (a) have sufficient knowledge and experience to carry out an effective evaluation of (i) the Bonds, (ii) the merits and risks of investing in the Bonds, and (iii) the information contained or incorporated by reference in the Prospectus or any supplements; (b) have access to, and knowledge of, appropriate analytical tools to evaluate in the context of its particular financial situation the investment in the Bonds and the impact that such investment will have on the investor's overall investment portfolio; (c) have sufficient financial resources and liquidity to bear all of the risks resulting from an investment in the Bonds, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the investor's own currency; (d) understand thoroughly the Terms and Conditions and the other Finance Documents and be familiar with the behaviour of any relevant indices and financial markets; and (e) be able to evaluate (either alone or with the assistance of a financial adviser) possible scenarios relating to the economy, interest rates and other factors that may affect the investment and the investor's ability to bear the risks.

This Prospectus is not an offer for sale or a solicitation of an offer to purchase the Bonds in any jurisdiction. It has been prepared solely for the purpose of listing the Bonds on the corporate bond list on Nasdaq Stockholm. This Prospectus may not be distributed in or into any country where such distribution or disposal would require any additional prospectus, registration or additional measures or contrary to the rules and regulations of such jurisdiction. Persons into whose possession this Prospectus comes or persons who acquire the Bonds are therefore required to inform themselves about, and to observe, such restrictions. The Bonds have not been and will not be registered under the US Securities Act of 1933, as amended (the "**Securities Act**"), or any U.S. state securities laws and may be subject to U.S. tax law requirements and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons. The Issuer has not undertaken to register the Bonds under the Securities Act or any U.S. state securities laws or to affect any exchange offer for the Bonds in the future. Furthermore, the Issuer has not registered the Bonds under any other country's securities laws. It is the investor's obligation to ensure that the offers and sales of the Bonds comply with all applicable securities laws.

This Prospectus may contain forward-looking statements and assumptions regarding future market conditions, operations and results. Such forward-looking statements and information are based on the beliefs of the Company's management or are assumptions based on information available to the Group. The words "considers", "intends", "deems", "expects", "anticipates", "plans" and similar expressions indicate some of these forward-looking statements. Other such statements may be identified from the context. Any forward-looking statements in this Prospectus involve known and unknown risks, uncertainties and other factors which may cause the actual results, performances or achievements of the Group to be materially different from any future results, performances or achievements expressed or implied by such forward-looking statements. Further, such forward-looking statements are based on numerous assumptions regarding the Group's present and future business strategies and the environment in which the Group will operate in the future. Although the Company believes that the forecasts of, or indications of future results, performances and achievements are based on reasonable assumptions and expectations, they involve uncertainties and are subject to certain risks, the occurrence of which could cause actual results to differ materially from those predicted in the forward-looking statements and from past results, performances or achievements. Further, actual events and financial outcomes may differ significantly from what is described in such statements as a result of the materialisation of risks and other factors affecting the Group's operations. Such factors of a significant nature are mentioned in the section "Risk factors" below.

As at the date of this Prospectus, the Swedish Financial Benchmark Facility, which provides STIBOR, appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011).

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1 RISK FACTORS

This section contains the risk factors and significant circumstances considered to be material to the Group's operations and future development. The risk factors relate to the Group's operations, industry and markets, and further include operational risks, financial risks, legal and regulatory risks (including tax risks) as well as risk factors related to the Bonds. The assessment of the materiality of each risk factor is based on the probability of its occurrence and the expected magnitude of its adverse effects. In accordance with the Prospectus Regulation, the risk factors set out below are limited to such risks that are specific to the Company and/or to the Bonds and material for taking an informed investment decision.

The statement below is based on information available as of the date of this Prospectus. The risk factors that are currently considered to be the most material are presented first in each category and the subsequent risk factors are presented in no particular order.

1.1 Risks related to Morrow Bank's business, industry and markets

1.1.1 Risks related to fluctuations and/or adverse developments in economic conditions and markets

The Company's operations and financial results are highly dependent on the general economic climate, particularly in the Nordic region but also in other markets where the Company is or may be active. At the end of 2025, Morrow Bank's gross lending amounted to approximately NOK 18.5 billion, of which approximately 72 per cent. of the consumer loan portfolio was for Sweden and Finland. A negative development of the economic situation in these countries, or in global financial markets that affects financing costs, risk appetite and the labour market in the Nordic region, may have an adverse effect on demand for the Company's products, credit losses, capital requirements, financing costs and thereby, the Company's earnings.

The Bank's income is largely interest-bearing and is affected by interest rates and credit margins between lending rates and deposit costs. Rising interest rates may put pressure on net margins if loan price adjustments do not fully compensate for higher funding costs, especially as the Bank competes for deposits in Norway, Sweden and a number of EU countries (including Germany, the Netherlands, Austria, Ireland, and France). At the same time, higher interest rates and inflation may impair households' disposable income and repayment capacity, which may lead to increased credit losses in the Bank's default-exposed, unsecured consumer credit portfolio. Morrow Bank's credit losses in 2025 amounted to approximately 4.0 per cent. of average lending, and although the Bank has seen a falling loss rate in 2026 as a result of tighter credit policies, improved collection processes and a more mature loan book, the risk of a return to higher loss levels in the event of a deterioration in the macro situation remains.

The development of unemployment in Sweden, Norway and Finland is a particularly significant risk factor for the Bank's credit quality, as a broader deterioration in employment typically leads to an increased risk of non-payment in consumer credit. The Bank's models for expected credit losses are dependent on forward-looking macroeconomic effects (unemployment, GDP growth and short-term interest rates). Unfavourable outcomes relative to these assumptions can drive up provisions and burden earnings. Furthermore, weaker economic activity may dampen organic growth, while risk appetite and pricing in the market for portfolio acquisitions may change, affecting the Bank's strategy to combine organic and structural growth.

Overall, adverse macroeconomic developments in the Nordic region or in relevant international markets could therefore lead to weaker growth, higher credit losses, decreased margins and difficulties in raising capital, which could have a material adverse effect on Morrow Bank's business, financial position and results.

1.1.2 Increased or continued negative attention to the Consumer Finance segment may affect the Company's financial position, operations or strategic direction

The growth in the Nordic consumer credit market and the corresponding growth in consumer loans to Nordic households have led, and may continue to lead to, increased attention to consumer credit from both authorities and the general media. This attention has largely focused on borrowers who, due to negative developments in their personal finances, lack of structure in the repayment plan or for other reasons, have found that the loan and related costs have become unnecessarily burdensome. Furthermore, cases involving identity fraud have also attracted public criticism, where the applicable legislation requires individuals, in certain circumstances, to repay the loans fraudulently taken out in their name, even where the banks concerned have ultimately lost those cases.

The Company is thus exposed to the risk that continued negative attention will be directed at the consumer finance market in general and at the Company's operations in particular. Such a development may lead to deteriorating consumer confidence, reduced demand for the Company's products, and more difficult recruitment and staff turnover. In addition, negative media or regulatory attention can affect the general business climate, government decision-making, and contribute to changes in regulations or industry standards for consumer credit. Such changes may in turn have a material adverse effect on the Company's operations, financial position and future development.

1.1.3 Risks related to competition or the attractiveness of the industry

Morrow Bank operates in a Nordic financial market characterised by increasing competition. The Company competes primarily with other players in consumer finance, including Swedish, Finnish and international banks as well as other financial institutions. In addition to this, Morrow Bank is impacted by the activities and services of companies within the broader financial ecosystem, including fintech companies. The competitive situation has further intensified, *inter alia* as a result of the introduction of Directive 2015/2366/EU on payment services, which has contributed to lowering the barriers to entry for new market participants and has increased competition from foreign banks, as well as between banks and other financial service providers. This has benefited fintech players and strengthened competition between banks and other financial service providers, which could weaken Morrow Bank's market position in the Bank's core markets.

In addition to regulatory changes, Morrow Bank's competitive position is affected by competitors' strategic actions and pricing discipline, mainly in Sweden and Finland, the pace of innovation among fintech players, changing consumer preferences and behaviours (e.g. demand for seamless digital flows), technological advances, market consolidation and the entry of new players. This may include pressure on pricing and margins, increased customer acquisition and financing costs (including as a result of increased competition for deposits), shorter product lifecycles, and increased demands for continuous investments in technology, data/analytics, risk management, and compliance to maintain a competitive customer experience and cost efficiency.

If Morrow Bank is unable, or is perceived to be unable, to adapt its product offerings, pricing, distribution channels and customer experience in line with these changes and competitive initiatives, the Company may lose existing customers, fail to attract new ones, and thereby lose market share. This, in turn, can lead to lower business volumes, decreased margins, higher costs, as well as a deterioration in financial results and a deteriorating financial position. Overall, the increased competition and a decrease in the attractiveness of the industry, individually or in combination, could have a material adverse effect on Morrow Bank.

1.2 Operational risks

1.2.1 Risks related to individuals, systems and processes

Morrow Bank is exposed to the risk of incurring losses as a result of deficient or incorrect internal processes, inadequate or failing staff and systems, and as a result of external events that do not fall under other risk categories. This includes fraud and other criminal acts directed against the Company, human error and negligence, business interruptions, cybersecurity incidents, supplier and outsourcing risks, and deficiencies in modelling and reporting processes. As a fully digital bank with extensive automation and 24/7 customer interfaces, Morrow Bank's operations rely on accurate, secure, and efficient management and reporting of a large number of transactions across multiple markets and products. Weaknesses in these systems or processes, as well as intentional misconduct, could have a material adverse effect on Morrow Bank's business, financial condition, results of operations and prospects.

There is a risk that the risk controls, loss mitigation measures, continuity plans and other internal controls that the Bank applies are not sufficient to prevent or manage events that cause serious interruptions, delays, incorrect or delayed reporting, loss or destruction of data, intrusion into IT systems, or reduced availability of critical platforms. Operational disruptions can occur as a result of system failures, capacity and performance issues, change management and system upgrades, lack of access controls, dependencies on external service providers and cloud infrastructure, and supply chain disruptions. Integration risks in the acquisition and migration of loan portfolios can also lead to operational errors and deviations in data and payment flows. Morrow Bank is also dependent on third-party deposit distribution channels in several European markets, which can increase the risk of operational disruptions and coordination errors. Such events can result in significant costs, loss of revenue, legal and regulatory consequences, sanctions, claims for damages, loss of trust among customers and counterparties, and permanently damaged reputation.

Morrow Bank's risk management methodologies are in some respects based on historical data, assumptions, models and expert judgements that may prove incomplete, inaccurate or out of date, particularly during periods of deteriorating macroeconomic conditions, rapid technological developments or changing patterns of behaviour of clients and counterparties. As a digital player, Morrow Bank uses highly automated, non-physical customer processes with data obtained from external sources. Model risk, data quality deficiencies, identity-related fraud, and insufficient validation can therefore lead to inaccurate risk assessments, credit decisions, and reporting. Furthermore, new threat scenarios, including advanced cyberattacks (e.g., DDoS, ransomware, etc.) or complex fraud, may emerge that are not fully covered by existing controls. Regulatory changes and structural change projects, such as Morrow Bank's establishment in Sweden and associated organisational and system adaptations, can increase operational complexity. If Morrow Bank's risk management is inadequate or deficient, this could have material adverse effects on the Company's operations, earnings, capital position and future prospects.

While Morrow Bank takes measures to increase operational resilience, including through redundancy, contingency and recovery plans, training, monitoring, segmentation of critical systems, and vendor governance, such measures may be insufficient or not work as intended in all situations. Insurance policies may be limited in scope and coverage and may not cover all types of losses or consequential damages. One or more operational errors or incidents, including events at third-party providers, integration disruptions in portfolio acquisitions or interruptions in connection with major system migrations, may therefore have a material adverse effect on the Company's business, financial condition, results, liquidity, compliance and reputation.

1.2.2 Risks related to cybercrime

Due to its dependence on digital solutions and interfaces, the Company is exposed to risks of cybercrime in the form of, for example, Trojan attacks, phishing and denial-of-service attacks. The nature of cybercrime is constantly evolving. The protection of customer and company information and customers' confidence in Morrow Bank's ability to protect such information is of paramount importance to the Company. Morrow Bank relies in part on commercially available systems, software, tools, and monitoring to ensure the management, transfer, and storage of confidential customer information, such as personal information, personal financial information, debit card details, bank statements, and loan and collateral data. The Company also relies on third parties for hosting and service. Despite the security measures in place, the Company's facilities and systems, as well as those of its third-party providers, may be vulnerable to cyberattacks, security breaches, vandalism, computer viruses, misplaced or lost data, programming errors or human error exposing the Company to cybercrimes and/or other similar events.

If one or more of these events occur, each of them could potentially compromise confidential and other information related to the Company, its customers and its counterparties. Any security breach involving the misappropriation, loss, or other unauthorised disclosure of confidential information, whether by Morrow Bank or its suppliers, may damage the Company's reputation, expose it to litigation, increased capital requirements or sanctions, disrupt its operations, or otherwise adversely affect the Company, in which case Morrow Bank may also be forced to devote significant additional resources to changing its safeguards or investigating and remediating vulnerabilities or other exposures. This, in turn, could have a material adverse effect on the Company's operations, results, financial position and future prospects.

1.2.3 Risks related to errors or inadequate functioning of IT systems, processes and/or interfaces

The Company is highly dependent on IT systems and is exposed to risks of errors or deficiencies in these systems, related processes and/or interfaces.

Morrow Bank's business model is highly dependent on an efficient and well-functioning technical platform and related processes, in particular to be able to offer customers digital solutions with 24-hour availability. This is a complex task driven by the Company's product mix and the need for efficient customer interaction as well as interaction and integration with third-party solutions, including financial services infrastructure. The technical platform includes both internally developed systems and third-party solutions, and the Company is therefore highly dependent on both internal processes and systems as well as processes and systems delivered or hosted by third parties and on well-functioning interfaces between the various systems and processes. The Company is thus exposed to operational risks such as errors or deficiencies in these processes, systems and interfaces, and in particular unexpected events that may cause delays in the ongoing structural IT changes, that the IT efficiency targets are not achieved as expected, higher transition costs than expected or lower than expected reduction in IT costs.

Furthermore, changes in regulatory or operational requirements may entail material changes to the Company's current IT systems and processes and may further lead to a change in the systems and solutions provided to the Company by its third-party service providers. Such changes may be costly and/or may adversely affect other systems and/or processes and may adversely affect the Company's ability to deliver the necessary functionality and/or services.

The Company's ability to conduct business may be adversely affected by disruptions in the infrastructure that supports its operations. Any errors, deficiencies, interruptions or security deficiencies in these systems, or the inability to smoothly maintain, upgrade or introduce new systems, may damage the Company's ability to conduct its business efficiently, increase its costs and damage its reputation. There is a risk that, as a result of service interruptions, customers will terminate their relationship with Morrow Bank. These risks may in turn have a material adverse effect on the Company's financial position, results and/or future prospects.

1.2.4 Risks related to the acquisition of MedMera Bank AB and integration of its business

On March 24, 2026, the Company entered into an agreement with Kooperativa Förbundet to acquire all shares in MedMera Bank AB ("**MedMera Bank**") for a total consideration at closing of SEK 1,960 million (the "**Acquisition**"). The Company's Annual General Meeting on 28 April 2026 approved the issues required to complete the Acquisition. The Acquisition will be partly financed by the net proceeds from the Bond issuance.

The Company cannot guarantee that the due diligence conducted prior to the Acquisition has revealed all potential obligations and risks attributable to MedMera Bank's operations. There is a risk that material deficiencies, such as undisclosed credit losses, technical debt, regulatory deficiencies or tax liabilities, arise or turn out to be more extensive than expected after the closing date. Furthermore, the assumptions about future revenues, credit losses and synergies that formed the basis for the acquisition calculation may turn out to be incorrect. The Company expects earnings per share to more than double by 2028 compared to 2025 as a result of increased scale and cost efficiencies, but there is a risk that these synergies will be realised significantly later than expected or not at all.

On 12 January 2026, the Swedish Financial Supervisory Authority (the "**SFSA**") announced that it had initiated an investigation into the adequacy of MedMera Bank's credit assessments in granting loans to consumers. The investigation focuses on how MedMera Bank has assessed individual consumers' ability to repay, as well as on whether any deficiencies are systematic and whether special deficiencies exist when credit intermediaries have been used. The investigation is ongoing as of the date of this Prospectus and the outcome cannot be predicted. If the SFSA assesses that MedMera Bank's credit assessments have not met the applicable requirements, this may lead to a warning, intervention, remediation orders or administrative fines from the SFSA, requirements for significant changes to credit assessment processes and systems, and negative publicity. This may result in increased costs, limitations in MedMera Bank's lending and an adverse effect on the value of the acquired business. Such a development may complicate and increase the cost of integration work and may have a material adverse effect on Morrow Bank's operations, financial position, results and future prospects.

The integration of MedMera Bank's operations, personnel, IT systems and credit portfolio may prove to be more complex, costly and time-consuming than expected, and places significant demands on the Company's management and organisation at a time when the Company is already undergoing significant changes as a result of the cross-border merger between Morrow Bank ASA and its wholly-owned subsidiary Morrow Bank AB, where Morrow Bank AB is the surviving entity, completed on 2 January 2026 (the "**Merger**") and the redomiciliation to Sweden.

If any of the above risks materialise, it could have a material adverse effect on the Company's business, financial condition, results of operations and future prospects.

1.2.5 Risks related to automated customer processes and non-physical customer interactions

As a pure digital bank, Morrow Bank offers its loan products exclusively through its digital platforms. Customers themselves provide the information on which automated credit assessments are based, and some data is also obtained or verified from external sources. This is done either by the customer submitting documents for manual review, or by automatically retrieving information from external information providers. In most cases, loan applications are handled automatically, based on the customer's own data and supplementary information from third parties, in accordance with predetermined risk policies and financial models.

However, there are inherent risks associated with digital loan application management and the fact that the process relies largely on information provided by the customer, without personal contact. This means that Morrow Bank is exposed to risks related to the accuracy and completeness of the information used in credit assessments according to the Bank's risk policies and financial models. In addition, there are risks related to the reliability of the information provided by the customer and/or obtained from external suppliers.

The Company identified an incident during the period from June 2024 to March 2026 where information relating to mortgage loans was not included in the liquidity assessment conducted in connection with credit card applications concerning customers in Norway and Finland, resulting in a limited number of customers being granted credit cards based on an incomplete assessment of their total indebtedness. Similar deficiencies in automated processes, if not detected and corrected in time, may result in regulatory sanctions imposed by the relevant supervisory authorities as well as increased credit losses. In recent years, creditworthiness assessments have been a focus area in the SFSAs supervisory activities.

Should these risks materialise, it could have a significant adverse effect on Morrow Bank's business, results of operations and future development.

1.2.6 Risks related to outsourcing

Morrow Bank outsources a number of business-critical systems and processes, including parts of its digital banking platform, deposits in euros, cloud and data storage, payment and card infrastructure, customer service and collection processes, and support for credit checks and customer onboarding in Sweden, Norway and Finland. Morrow Bank offers deposits in EUR via the Raisin platform in an outsourcing collaboration entered into with Raisin GmbH ("**Raisin**") in 2018. Should Raisin experience financial difficulties, including bankruptcy, or choose to terminate existing contracts, Morrow Bank may temporarily lack the operational capacity to handle deposits in euro. This can lead to significant disruptions to day-to-day operations, delays in the management of client funds, and increased costs to establish alternative solutions. Overall, this could have a material adverse effect on Morrow Bank's business, results of operations and financial position.

If the current outsourcing arrangements become unsatisfactory, cease or Morrow Bank's outsourcing partners fail to perform their required duties adequately, there is a risk that the Bank will not be able to find new outsourcing partners on financially attractive terms and/or experience unsatisfactory service levels or even disruptions to its business-critical services and activities, including the distribution and servicing of the Bank's products, management of customer accounts and payments, information security and business continuity. This may also affect Morrow Bank's ability to comply with its regulatory obligations (including under operational resilience, data protection/Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "**GDPR**"), consumer protection and AML/CFT rules) towards customers and/or relevant authorities in the jurisdictions in which Morrow Bank operates. This may ultimately have an adverse effect on the Bank's financial position and results.

Furthermore, the Bank is dependent on external credit intermediaries for the distribution of credit. Legislative changes may limit or complicate such indirect distribution, entail increased costs for regulatory compliance, requirements for permits or changes in collaborations, and affect pricing and volumes. If such changes are implemented in a manner that is unfavourable to the Bank, or interpreted restrictively by supervisory authorities, the Bank's ability to mediate credit in Sweden may be reduced, which may have a material adverse effect on the Bank's operations, financial position and results.

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1.2.7 Risks related to attracting, developing and retaining qualified staff

Morrow Bank is a relatively small company with a lean organisation of about 70 employees and is therefore dependent on its ability to attract, develop and retain highly skilled key employees and management, particularly in areas such as credit risk, regulatory compliance, IT/technology and data analytics. The loss of key employees and management could have a material adverse effect on the Bank's continued success, financial condition, results and/or prospects. This dependency relates to both the continued operation of the primarily digital business in Sweden, Norway and Finland and the ability to develop the business over time. To the extent that the Bank is unable to meet its staffing needs, including in connection with ongoing change and efficiency initiatives as well as the organisational and operational transformation resulting from the completed merger and redomiciliation to Sweden, the Bank's growth and profitability may be impaired, which may have a material adverse effect on the Bank's business, financial position, results and/or future prospects.

1.2.8 Risks related to identity fraud

Morrow Bank is exposed to risks related to identity fraud. As a pure digital bank with automated customer flows, Morrow Bank relies heavily on customer identity verifications from third-party providers, such as eID issuers (e.g. BankID in Sweden and Norway and TUPAS in Finland), and other external data sources for KYC checks in connection with the establishment of customer relationships, electronic signing of customer agreements and transactions. Although Morrow Bank has established a dedicated financial crime prevention function (including fraud management), uses a dedicated fraud detection tool and continuously updates its KYC processes, as well as conducts regular training of the Board of Directors and employees, there is a risk that the Bank's policies, processes and systems will not prevent identity fraud in each individual case or that there will be violations of such policies by employees or external parties. In addition, reliance on third-party identification and external data entails risks linked to incorrect, incomplete or manipulated information, as well as to operational disruptions or security deficiencies at suppliers.

Cases of identity fraud can have serious financial, legal and reputational consequences for the Bank, including direct credit losses, operational costs for investigation and restoration, customer disputes, claims for damages, administrative measures or fines from the relevant supervisory authorities, and increased capital requirements. Such events may also lead to operational disruptions and reduced confidence from customers, counterparties and the capital market, and may therefore adversely affect the Bank's operations, results of operations and/or future prospects.

1.2.9 Risks related to the Company's strategic initiatives and overall strategy

On 2 January 2026, the Company completed the Merger. The Merger was a central part of the Company's strategy to relocate the business to Sweden, in connection with the Company obtaining a Swedish banking licence on April 1, 2025. In connection with the completion of the Merger, Morrow Bank ASA was delisted from Euronext Oslo Børs ("**Oslo Børs**"), and Morrow Bank AB's shares were admitted to trading on Nasdaq Stockholm.

The implementation of the Merger and the other strategic initiatives launched by the Company have entailed and continue to entail significant changes for the Company. These changes require complex assessments and decisions, including anticipating customer needs, competitor behaviour, the evolution of macroeconomic factors in the Nordic region, and changes in the regulatory landscape. There are material risks associated with the Company's ability to successfully implement the other strategic initiatives and to fully realise the intended synergies and benefits of the Merger. These risks include, among other things, implementation risks, cost base management, limitations in management and organisational capacity, and uncertainty about customer and market reactions.

In addition to internal factors, external factors such as a deterioration in the Nordic or global economy, increased competition in the consumer finance sector or significant changes in the regulatory framework for the financial sector in Norway or the Nordic region may further increase these risks. If the Company fails to implement the other strategic initiatives according to plan, or if the Company is unable to adapt to changed market and regulatory conditions, this could have a material adverse effect on the Company's business, financial position, results and/or future prospects.

1.3 Financial risks

1.3.1 Credit, model and counterparty risks

Morrow Bank is exposed to credit risk, i.e. the risk of loss if customers or other debtors fail to meet their payment obligations and if any collateral – including that which may be obtained through collection proceedings – proves insufficient to cover the Company's outstanding receivables, particularly in the lending business. Credit risk is affected by several factors, including changes in the creditworthiness or payment behaviour of the Company's customers, as well as by general economic conditions in the countries in which the Company operates (including Sweden, Finland

and Norway) and globally. Deteriorating market conditions, for example caused by systemic risks in the global financial system, may lead to reduced recoverable value of the Company's assets and thus the need for increased impairment charges.

Macroeconomic factors such as rising unemployment, falling asset values, reduced consumption, increased customer indebtedness, higher interest rates and/or an increase in the number of bankruptcies may impair the credit quality profile of the Company's customer base. Such a development may result in a higher proportion of bad debts, lower willingness or ability to pay, longer recovery times and lower recovery rates. Furthermore, depreciation of collateral (e.g. real estate or other pledged assets), legal and operational obstacles in enforcement and debt collection processes, and delays in court and government proceedings may lead to lower net recoveries than expected and thus higher credit losses.

The Company is also exposed to model risk and data/process risk in its credit risk management. Inaccuracies, assumptions or insufficient calibration in the models, rating/scoring systems and macro scenarios used (including for the calculation of expected credit losses) may result in under- or over-estimation of customers' credit risk. This can result in either insufficient reserves and thus earnings volatility when losses are realised, or unnecessarily high reserves that put pressure on profitability and capital adequacy. Deficiencies in internal governance, control environment, data quality or fraud risk can further amplify the negative effect.

Morrow Bank is also exposed to counterparty risk vis-à-vis the correspondent banks where the Company invests cash and which are used to execute payment transactions. The risk is mainly related to the risk of one of these banks becoming insolvent. In such an event, the Company may incur losses up to the nominal value of the funds invested in the respective institution at any given time, as well as disruptions or non-execution of payment transactions. The level of risk is influenced by several factors, including the individual institution's business model and risk profile, its financial position, and overall macroeconomic conditions.

A material increase in the Company's credit risk, whether driven by external macroeconomic factors, changed customer behaviour, concentration risks (for example towards certain sectors, regions or major individual counterparties) or deficiencies in internal risk processes, may have significant adverse effects on the Company. These include:

- Increased credit losses and impairments, which reduces earnings.
- Higher capital requirements and deteriorating capital ratios, which may limit the Company's room for manoeuvre.
- Deterioration of liquidity and potentially increased funding costs, including more difficult access to capital markets.
- Reduced lending capacity, lower revenues and squeezed margins.
- Risk of breach of financial commitments (covenants) in financing agreements, which may trigger additional costs or early repayment requirements.
- Adverse effect on credit ratings and brand, which can make customer acquisition and financing more difficult.

- Legal and compliance implications, including supervisory measures, fines or disputes related to credit granting and collection.

Overall, such a development could have a material adverse effect on the Company's operations, earnings, financial position, liquidity, capitalisation and future prospects.

1.3.2 Liquidity risk

Morrow Bank is exposed to liquidity risk, which means the risk of losses due to discrepancy between the maturity of liabilities and assets or other differences between the Company's cash flows, outstanding loans and its deposits or other sources of funding. To ensure stable operations, it is crucial that the Company is able to meet its financing needs at all times through a combination of customer deposits and capital market financing.

There is a risk that Morrow Bank will not be able to attract sufficient deposits from customers or obtain sufficient funding from the market to cover its liquidity needs. If this occurs, the Company may be forced to limit its lending growth, reduce growth ambitions or sell assets in an unfavourable market environment, which could lead to realised losses. Alternatively, the Company may have to accept significantly higher financing costs, for example by raising interest rates on deposits or issuing debt at increased risk premiums, which would put pressure on net interest income and impair profitability. All in all, this may result in a lower growth rate and/or a weaker financial outcome than previously forecast. If Morrow Bank is unable to secure sufficient sources of both short- and long-term financing, this could have a material adverse effect on the Company's operations, financial condition and results.

The liquidity risk may increase significantly in the event of turbulence in the capital markets, in the event of industry-specific events or if the Company's own performance is weaker than expected. The total liquidity burden may also increase through unexpectedly high demand for the Company's lending products, for example through increased utilisation of approved credit lines. In addition, market volatility may trigger increased collateral requirements or additional margin payments linked to derivatives and other market transactions, tying up more collateral and limiting the Company's access to liquidity. In a rapidly deteriorating market, liquid assets can be difficult to dispose of without significant price reductions, which can give rise to capital losses and make it more difficult to realise the liquidity reserve when the need is greatest. In addition, deposits from the public may be quickly withdrawn in a stressful situation, especially if there is general concern about the stability of the banking sector.

Although Morrow Bank maintains a liquidity buffer intended to absorb expected fluctuations in deposits and lending, there is a risk that this buffer will not be sufficient in the event of extraordinary events or exceptional market conditions. Should any of the situations described above occur, it could have a material adverse effect on the Company's business, financial condition, results of operations and future prospects, including the Company's ability to fulfil its obligations in a timely manner.

1.3.3 Financing risk

Morrow Bank is dependent on having continuous access to sufficient financing on competitive and acceptable terms to the Company in order to be able to meet its financial obligations when they mature. Lack of access to finance, deterioration of financing conditions or a disruption in access to key sources of financing can lead in a short period of time to significant liquidity shortages, increased financing costs and the need to take financially unfavourable measures. This risk is inherent in banking and can be amplified by company-specific factors such as concentration risk in funding sources (e.g. an over-reliance on short-term financing or overnight loans), changes in credit ratings, as well as by external factors such as market disruptions, systemic stresses, geopolitical turmoil or major disasters. In addition, Morrow Bank is dependent on being able to secure sufficient financing to conduct and expand its lending business and financing constraints may therefore immediately limit the Company's business volumes and growth.

Morrow Bank's main source of funding is the savings markets. The Company is therefore dependent on the availability and development of the savings markets in the countries where deposit products are offered – currently Norway, Sweden, Germany, the Netherlands, Austria, France and Ireland. A temporary or permanent decrease in household savings (i.e. household savings relative to disposable income), significant shifts in preferences between savings products, increased competition for deposits, or other significant changes in customer behaviour may lead to lower deposit volumes with Morrow Bank. Negative publicity, loss of trust in the industry, cyber incidents, operational disruptions or events that affect the Company's or the industry's reputation may also reduce customers' willingness to place or maintain their savings with Morrow Bank, which may trigger deposit outflows.

A reduction in customer deposits or a deterioration in access to other sources of funding may require Morrow Bank to replace lost deposits with more expensive forms of financing or to raise deposit rates to retain and attract funds, putting pressure on net interest income and profitability. In a stressed scenario, the Company may be forced to realise assets prematurely at unfavourable prices, reduce new lending, divest portfolios, cancel or postpone strategic investments and growth initiatives, or renegotiate terms on less favourable grounds. Deteriorating financing conditions may also affect the Company's ability to meet internal and regulatory liquidity and capital adequacy requirements (including relevant liquidity and stability measures), trigger obligations under financing agreements, and lead to a negative rating. A downgrade of the credit rating can in turn further increase funding costs, limit access to market funding, reduce customer confidence and amplify deposit outflows, which can create a self-reinforcing negative spiral.

If the Company is unable to secure sufficient financing on time and on reasonable terms, this could have material adverse effects on Morrow Bank's liquidity, capitalisation, business operations and results. Taken together, these events could materially impair Morrow Bank's business, financial condition, results of operations and prospects.

1.3.4 Interest rate risks

Morrow Bank is exposed to interest rate risk, i.e. the risk of losses as a result of changes in general market interest rates. Interest rate risk can significantly and negatively affect the Company's financing costs, liquidity, credit losses and thereby operations, financial position, earnings and future prospects.

Changes in interest rates affect the cost and availability of Morrow Bank's funding sources, including customer deposits and unsecured senior bonds. A period of low interest rates may temporarily put pressure on funding costs, but at the same time may weaken the deposit base through lower savings incentives for households, which risks increasing reliance on more expensive or more volatile market funding. If market funding becomes more expensive or less available as a result of rising interest rates, Morrow Bank may be forced to adjust the pricing of its products, reduce lending volumes, or accept lower margins, which could impair profitability and increase refinancing risk.

Market interest rates, such as the Stockholm Interbank Offered Rate ("**STIBOR**"), affect Morrow Bank's interest income margin and total interest income through effects on lending and deposit pricing. Assets and liabilities may have different interest fixing periods, turnover rates and sensitivity to changes in interest rates. In the event of large, sudden or frequent interest rate movements, this can give rise to a negative interest rate drift where net interest income is squeezed, for example if financing costs rise faster than lending rates can be adjusted. Such a discrepancy may also lead to unrealised or realised changes in the value of interest-rate sensitive instruments. An inability to effectively manage this volatility through, among other things, futures structure, pricing strategies and balancing the maturity of assets and liabilities can result in lower revenues, higher costs and increased performance volatility.

The level of interest rates also affects credit risk. Higher interest rates impair customers' ability to pay through increased interest expenses, which can lead to more late payments, an increased share of non-performing loans, higher credit losses and increased impairment charges. This may ultimately erode capital adequacy and require capital enhancements or balance sheet adjustments. In the event of rapidly rising interest rates, the effect may be particularly pronounced in variable or short-term adjusted loan portfolios.

At the same time, higher interest rates may dampen demand for loan products from individuals and corporates, which may reduce new lending, make it more difficult to maintain portfolio volumes and put pressure on income. Low interest rates, on the other hand, can impair returns on excess liquidity and fixed income investments, which negatively impacts earnings when margins are already under pressure. In addition, shifting customer behaviour in different interest rate climates can increase early repayments or change the mix between products, which can have adverse effects on interest margins and revenue stability.

Overall, interest rate risk can materialise through higher financing costs, lower interest income, a deteriorating margin, increased credit losses, an adverse effect on the valuation of interest-sensitive items, reduced demand for credit, and weakened liquidity and capital adequacy. If Morrow Bank does not successfully manage interest rate risk through effective balance sheet management, adjusted pricing, robust liquidity and capital planning, and adequate risk hedging, this could have a material adverse effect on the Company's business, financial condition, results and future prospects.

1.3.5 Market risks

The Company's operations, results of operations and financial position are substantially exposed to adverse changes in macroeconomic and financial market conditions. Changes in interest rates, inflation expectations and central bank monetary policy may affect the Company's interest expenses, customer demand and repayment capacity, and the valuation of financial assets and liabilities. In the face of rising market interest rates, funding costs risk rising faster than returns on assets, which can put pressure on net interest margins and earnings, while higher inflation can erode real household and corporate incomes, reduce sales, increase credit losses and negatively impact cash flows.

Market risk refers to the risk of potential losses resulting from changes in market prices, including changes in the value of securities, changes in credit spreads, interest rate movements, exchange rate changes, volatility and market liquidity. For Morrow Bank, this means that the Company may be adversely affected by fluctuations in the value of financial assets outside lending to the public and by currency risks associated with cross-border operations. Morrow Bank's exposure to market risk is primarily linked to holdings of financial instruments whose value can vary greatly depending on developments in the financial markets. For example, a sudden drop in the value of securities or an unexpected increase in credit spreads can lead to immediate and significant losses. In addition, changes in interest rates can affect the return on fixed income assets.

In addition, the Company is exposed to exchange rate movements to the extent that revenues, expenses, assets or liabilities are denominated in a currency other than the reporting currency. Material weakening of relevant currencies may give rise to translation differences, earnings volatility and adverse effect on capital adequacy, and exchange rate fluctuations may affect the outcome of transactions and the value of assets denominated in foreign currency. If the Company holds assets that are reported at fair value, increased market volatility, poorer liquidity in relevant markets or changes in credit and yield requirements may lead to declines in market values and unrealised or realised losses.

Liquidity conditions in capital and money markets can deteriorate rapidly, especially in the event of geopolitical turmoil, financial stress or a deteriorating risk environment. Limited market liquidity may make refinancing more expensive or more difficult at maturity, force the sale of assets on unfavourable terms and impair the Company's ability to meet regulatory liquidity requirements. Overall, unfavourable market movements – individually or in combination – can have a material adverse effect on the Company's operations, financial position, results and future prospects. This underlines the need for robust risk management processes and strategies to identify, measure and manage the potential adverse effects of market price changes; without effective management, the Company may incur significant financial losses that affect profitability and financial stability.

1.3.6 Currency risks

Morrow Bank is exposed to currency risk, which refers to the risk that unfavourable exchange rate fluctuations will affect the Group's earnings. Morrow Bank has assets and liabilities as well as future expected cash flows which are currently mainly in SEK, EUR and NOK. Exchange rates are volatile and can change rapidly. Exchange rate fluctuations can cause the Bank's assets to decrease or liabilities to increase in value. There is also a risk that liquidity in the foreign exchange markets will run out, making it difficult or impossible to hedge foreign exchange risks or to hedge existing hedges. In addition, exchange rate fluctuations affect the size of the Bank's balance sheet and can thus increase the Bank's capital requirements.

1.3.7 Risk of inadequate access to capital

Morrow Bank is exposed to the risk that the Company will not be able to secure access to capital on competitive terms or, in the worst case, at all. The need to raise additional capital may arise as a result of, among other things, reduced profit margins, operating losses, deteriorating credit risk, faster growth than expected, unfavourable market conditions, negative rating changes or stricter regulatory capital requirements. Such circumstances could weaken Morrow Bank's capital adequacy and liquidity profile, increase the cost of capital and reduce access to stable funding.

If Morrow Bank needs to strengthen its capital, it may be necessary to raise new capital in the form of, for example, subordinated debt, hybrid capital or new equity. There is a risk that such capital will not be available to a sufficient extent, cannot be raised in a timely manner, or can only be obtained on materially unfavourable terms, such as at higher interest rates, with stricter financial commitments, restrictions on dividend and investment policies or with collateral requirements. If Morrow Bank fails to raise the necessary capital, it could lead to increased financing costs, additional indebtedness, or other unfavourable conditions.

Failure or insufficient capital raising could have material adverse effects on Morrow Bank's operations, profitability and financial position. Potential impacts include, but are not limited to, higher financing costs, reduced net interest income and squeezed margins, reduced risk appetite and lending, limited opportunities for business expansion, delay or discontinuation of strategic initiatives, downsizing or divestment of assets on unfavourable terms, and deteriorating competitiveness. Such situations may in turn force Morrow Bank to change its business model, limit its operations or take other measures that could have a material adverse effect on the Company's operations, profitability and financial position. Therefore, it is critical for Morrow Bank to continuously monitor its capital needs and have a well-functioning capital raising strategy, to ensure that the Company can meet both current and future capital adequacy requirements.

1.3.8 Systemic risks

The financial sector is characterised by a high degree of interdependence between different actors, which means that Morrow Bank is and will remain exposed to risks linked to the deterioration of the commercial and financial soundness of other financial undertakings, or even to a deterioration in the market's perception of their solvency. If a financial company has liquidity problems or fails, this can quickly spread to other companies in the sector, including Morrow Bank, through direct or indirect channels.

Such events can trigger a chain reaction where concerns about the stability of an individual company lead to a loss of confidence, a lack of liquidity and, in the worst case, the failure of other institutions in the sector. This type of risk, known as systemic risk, can thus cause significant disruption to the market and lead to substantial losses, liquidity problems or even the failure of Morrow Bank.

In summary, systemic risk poses a material and potentially existential threat to Morrow Bank's operations, profitability, capitalisation and liquidity. Adverse developments in the financial sector – regardless of Morrow Bank's own fundamentals or risk management – may therefore have a material adverse effect on the Company's financial position, results and future prospects. It is therefore of paramount importance that Morrow Bank continuously monitors developments in the sector and is prepared to deal with potential effects of systemic risk.

1.3.9 Risks related to significant deterioration in the quality of the Company's loan portfolio and resulting impairments

The Company recognises write-downs of its loans in accordance with International Financial Reporting Standards ("**IFRS**"). However, impairment charges are based on available information, estimates and assumptions, are subject to uncertainty and there is a risk that they will not be sufficient to cover actual losses when they occur. Negative changes in the credit quality of the Company's borrowers and counterparties or a decrease in the value of collateral would likely require an increase in individual impairment and/or collective impairment charges, which in turn would adversely affect the Company's financial results. Any significant increase in the size of the Company's impairment charges, or write-offs of loans not covered by impairments, could have a material adverse effect on the Company's business, financial condition and results of operations.

1.4 Legal and regulatory risks

1.4.1 Risks related to the regulatory environment

The Company's operations are subject to ongoing regulatory and compliance risks. The Company is subject to financial services laws and regulations (including, but not limited to, those relating to capital adequacy, business conduct, anti-money laundering, payments, consumer credit, reporting and corporate governance), as well as administrative measures and policies in Sweden and in any other jurisdiction in which the Company operates.

The Company is required to maintain certain capital adequacy ratios, which are calculated in accordance with the Basel III requirements, as implemented in Swedish legislation and regulation. These requirements are primarily governed by the EU Capital Adequacy Package, consisting of the Capital Adequacy Directive 2013/36/EU ("**CRD IV**"), as amended by Directive (EU) 2019/878 of the European Parliament and of the Council ("**CRD V**"), and the Capital Adequacy Regulation ("**CRR**"), as amended by Regulation (EU) 2019/876 of the European Parliament and of the Council ("**CRR II**") and Regulation (EU) 2024/1623 of the European Parliament and of the Council ("**CRR III**"). Together, these regulations implement the Basel III agreement within the European Union (together the "**Basel III framework**"). Any increase in the Company's risk-weighted assets as a result of, among other things, market volatility, increased credit spreads, changes in exchange rates or further deterioration of the economic situation could potentially reduce the Company's capital adequacy ratios. If, for any reason (including a change in the regulatory capital framework) and/or due to changes in the additional Pillar 2 planning buffer, the Company should experience a decrease in its capital adequacy ratios, it may be necessary to reduce its lending or investments in other businesses or, in more serious cases, raise additional capital.

Areas where changes or developments in regulation and/or supervision may have a material adverse effect include, but are not limited to (i) changes in monetary, interest rate and other policies, (ii) general changes in governmental and regulatory policies or systems that may influence investors' decisions or increase the cost of conducting business in Sweden, (iii) changes in competitive and pricing conditions; (iv) differentiation among financial undertakings with respect to the extension of guarantees for bank deposits and loans from customers and the terms of such guarantees, (v) increased financial reporting requirements, and (vi) changes in regulations affecting Morrow Bank's current structure of products or operations. Regulatory developments such as these or other requirements, restrictions, limitations on the operations of financial institutions and associated costs, unexpected requirements under or uncertainty regarding the regulatory framework applicable to the Company, may have a material adverse effect on the Company's operations, financial condition and results.

Morrow Bank is also subject to laws and regulations relating to Morrow Bank's activities aimed at consumers, target customers, and is therefore particularly exposed to the effects of newly adopted rules and guidelines specifically aimed at consumer finance, as well as any changes thereto and to the interpretation or application of these or amendments thereto by the SFSA or other authorities. The effects of newly adopted rules and guidelines, as well as any changes in laws and regulations relating to consumer financing and/or marketing activities directed to consumers, may have an adverse effect on Morrow Bank's business, results of operations and financial condition.

A non-exhaustive overview of the current regulatory framework for Morrow Bank is described in the section "*Description of the Issuer – Regulatory overview*".

1.4.2 Risks related to money laundering and terrorist financing

The Company is subject to extensive laws and regulations regarding anti-bribery, money laundering, terrorist financing and economic and trade sanctions. The risk of banks and financial institutions being exposed to or used for the purpose of committing money laundering or terrorist financing has increased globally, and the authorities' compliance requirements and expectations have become increasingly stringent. The Company is subject to, among other things, the Act (2017:630) on measures against money laundering and terrorist financing and the SFSA's regulations, which set requirements for, among other things, general risk assessment, internal governance documents, functions for regulatory compliance and internal control, and suitability assessments of employees. In addition, the Company's operations in the Norwegian branch are subject to the Norwegian Act on Measures against Money Laundering and Terrorist Financing (No. *Lov om tiltak mot hvitvasking og terrorfinansiering*), in addition to the applicable Swedish anti-money laundering rules. There is a risk that the Company's internal governing documents and procedures are not deemed adequate by supervisory authorities, which may lead to legal and reputational consequences such as supervisory remarks, warnings, administrative fines or, in the worst case, revocation of the banking licence.

On 30 May 2024, the Council of the EU adopted the new AML package, which included Regulation (EU) 2024/1624 of the European Parliament and of the Council of 31 May 2024 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing. The AML package also means that a new European Anti-Money Laundering and Countering the Financing of Terrorism authority ("**AMLA**") has been established. AMLA has direct and indirect supervisory powers over high-risk entities in the financial sector, and the AML package provides for enhanced AML/CFT measures.

Through its internal risk assessment, the Company has identified that the current framework for sanctions screening exhibits deficiencies in relation to the standards expected under the EBA's Guidelines on internal policies, procedures and controls to ensure compliance with restrictive measures (EBA/GL/2024/14). The identified deficiencies relate to, among other things, governance of screening, handling of screening results, sanctions-specific training, the link between sanctions risk drivers and operational controls, and the lack of sufficient evidence of the effectiveness of controls. There is a risk that the framework, as long as the deficiencies persist, does not meet applicable requirements, which may result in supervisory actions, administrative fines or other interventions from competent authorities.

Although the Company continuously improves its methods and systems for preventing money laundering and terrorist financing, there is a risk that policies and procedures are not always sufficient to prevent violations or non-compliance by employees. Any violation, or even suggestion of violation, of applicable regulations may have serious legal and reputational consequences, including significant fines, and thus may have a material adverse effect on the Company's financial position, results, business relationships and reputation.

1.4.3 Risks related to the BRRD

Morrow Bank is subject to the Bank Recovery and Resolution Directive (2014/59/EU) ("**BRRD**") (as amended by BRRD II). The BRRD legislative package establishes a framework for the recovery and resolution of credit institutions and requires, *inter alia*, that EU credit institutions (such as Morrow Bank) develop and maintain recovery plans setting out the measures to be taken to restore the institution's long-term viability in the event of a material deterioration in its financial position.

The BRRD and subsequent amendments, including but not limited to BRRD II, are implemented in Sweden through the Resolution Act (2015:1016) (the "**Resolution Act**").

The BRRD and the Resolution Act contain a number of resolution tools and powers that can be used by resolution authorities (in Sweden, the Swedish National Debt Office is the resolution authority) if certain conditions for resolution are met. These tools and powers (used alone or in combination) include, *inter alia*, a general power to write down all or part of the principal or interest on certain eligible debts, whether subordinated or not, for the institution in resolution and/or to convert certain unsecured debt claims, including senior debt securities and subordinated debt securities, to other securities, which securities may also be subject to further application of the general bail-in tool. This means that most of the debt of such a failing institution may be subject to bail-in, with the exception of certain categories of liabilities, such as certain deposits and covered liabilities. In addition to the general bail-in tool, the BRRD and the Resolution Act provide that the competent authorities shall have the power to permanently write down or convert into equity relevant capital instruments at the point of non-viability, before any other resolution action is taken. Ultimately, the authority has the power to take control of a failing institution and, for example, transfer the institution to a private buyer or to a publicly controlled entity pending a private sector arrangement. All of these actions can be taken without prior approval from shareholders or others.

It is not possible to predict exactly how the powers and tools for the National Debt Office described in the BRRD and the Resolution Act will affect Morrow Bank. The powers and tools given to the National Debt Office are numerous and, if used, can have a significant adverse effect on Morrow Bank. Accordingly, it is uncertain to what extent changes to the BRRD or the application of the BRRD could affect Morrow Bank and pose a significant risk to the Company's financing and compliance costs.

1.4.4 Risks related to the processing of personal data and compliance with data protection regulations

Morrow Bank is a fully digital niche bank offering consumer credit and credit cards in Sweden, Norway and Finland as well as deposit accounts in several EU/EEA countries, Morrow Bank processes large amounts of personal data throughout the credit life cycle – from automated onboarding and credit checks to card issuance, invoicing, debt collection and fraud prevention. The processing takes place in a group-wide, scalable IT platform with extensive third-party dependencies (including cloud services and external data/KYC providers) and cross-border data flows. This entails an increased operational and legal complexity in ensuring compliance with the GDPR and supplementary national law (including in Sweden, Norway and Finland), in particular with regard to purpose limitation, data minimisation, storage limitation, transparency and secure transfer of personal data between countries and suppliers.

Despite the Bank's established data protection framework, including the appointed Data Protection Officer and Security Officer, regular mandatory training for employees, incident procedures and continuous improvement of internal control, risks of unauthorised access, disclosure or processing in violation of law, agreements or internal guidelines remain. Morrow Bank's business model is based on a high degree of automation and integrations with data processors, which increases vulnerability to deficiencies in supplier governance, logging/separation of customer data between markets, purpose operation in models and secondary use of data (e.g. for risk modelling and pricing), as well as to ongoing platform developments and major IT changes. The cross-border operations with passported services and planned/new Swedish authorisation structure mean that the Bank's compliance may be monitored in parallel by several supervisory authorities, including the Swedish Authority for Privacy Protection and corresponding authorities in Norway and Finland, with requirements for coordinated incident reporting, documentation and proof of compliance in several jurisdictions. In addition, changing EU requirements (e.g. on third-country transfers, standard contractual clauses, DPIA practices and the use of AI in credit processes) may require rapid adaptations of the Bank's processes, systems and agreements.

Violations can result in administrative penalties of up to EUR 20 million or 4 per cent. of global turnover, claims for damages, contractual consequences against data processors/sub-processors, orders to change procedures, and serious damage to brand and customer trust. In addition, far-reaching requirements for restrictions on the use of personal data (e.g. for model development, customer analysis or marketing) may adversely affect the Bank's scalability, efficiency and business model. Overall, the technical and legal complexity of Morrow Bank's digital, cross-border and third-party intensive operations means that there is a risk that all requirements will not be met at all times, which poses a material legal and operational risk to the Bank's business, financial position and reputation.

1.4.5 Risks related to changes in deposit guarantee schemes

Morrow Bank offers the public in Sweden and Norway the opportunity to make deposits that are covered by their respective country's deposit guarantee. The maximum coverage currently amounts to SEK 1,150,000 in Sweden and NOK 2,000,000 in Norway per depositor and per financial institution. As a result, Morrow Bank is required to maintain robust internal processes to manage the operational risks associated with the deposit operations, including the secure management and protection of the computer systems used to administer the deposits. If the Company does not comply with these requirements, it may lead to intervention by the supervisory authorities or the imposition of sanctions, such as a decision that the Company's deposits are no longer covered by the deposit guarantee scheme. Loss of coverage from the deposit guarantee may in turn force the Company to cease offering deposit accounts to the public, which could significantly impair the Company's liquidity position, make it more difficult to finance the business and ultimately jeopardise the Company's continued operations in its current form.

In recent years, relevant supervisory authorities in Sweden, Norway and the EU have proposed and in some cases started the implementation of changes to the banking sector's regulatory framework, including deposit guarantee schemes. The effects of these ongoing and future regulatory initiatives are still uncertain, but there is a risk that they may result in increased administrative and financial burdens for the Company. For example, increased fee requirements for the deposit guarantee scheme or other cost-driving measures may be introduced, which could adversely affect the Company's operations, results and financial position.

Furthermore, there is a risk that future regulatory changes may entail a reduction in the maximum amount of compensation or other changes in the design of the deposit guarantee scheme, which could reduce the amount of customers' deposit funds covered by the guarantee. Such a development may lead to reduced confidence among the Company's customers, which in turn may adversely affect the Company's operations, liquidity, financing and financial position. The full extent of the risks associated with changes in the deposit guarantee schemes is difficult to predict, but they pose a significant risk to the Company's operations and liquidity.

1.4.6 Tax risks

Morrow Bank's operations and transactions are conducted in Sweden, Norway and Finland, as well as with deposit operations in several EU/EEA countries, and comply with Morrow Bank's interpretations of applicable tax rules, double taxation agreements, regulations and government practice. There is a risk that these interpretations – for example with regard to cross-border activities, withholding taxes, VAT, limitations on interest deductions, loss relief and advance rulings – may prove to be incorrect or challenged by the tax authorities. Furthermore, regulations and practices can be changed, even with retroactive effect. Overall, this can affect tax, capital requirements, administrative costs and accounting. In addition, the completed redomiciliation to Sweden – including the granted Swedish banking licence and the Merger – may mean that other national tax and supervisory frameworks will be applicable, with possible effects on the effective tax rate, tax positions and capital planning. Decisions by tax authorities, courts or changes in tax treaties and regulations could therefore materially affect Morrow Bank's tax situation for the past, current and future years and thus have an adverse effect on Morrow Bank's financial position, capitalisation and results.

1.4.7 Risks related to the banking licence issued by the SFSA

The Company is dependent on holding and maintaining its banking licence, which was granted by the SFSA on 1 April 2025 pursuant to the Banking and Financing Business Act (2004:297) ("**LBF**"). The Company is under the ongoing supervision of the SFSA and, where applicable, other relevant supervisory authorities in the jurisdictions in which the Company operates. The Company must comply with a comprehensive set of regulations, including national and international laws, regulations and other regulations concerning, among other things, internal governance and control, measures against money laundering and terrorist financing, handling of personal data, payment services, consumer credit, consumer protection, capital requirements, reporting, regulatory compliance, outsourcing and tax.

If the Company fails to comply with applicable legal requirements, regulations or administrative provisions, supervisory authorities and courts may decide that the Company has violated these rules. This can lead to various sanctions, such as remarks requiring remedies, sanctions, public warnings, and in serious cases, revocation of the Company's banking licence. Loss or withdrawal of the banking licence would require the Company to cease its banking activities, which would have a material adverse effect on the Company's operations, financial position and results.

1.4.8 Risks related to non-compliance with regulations

Morrow Bank's operations are subject to legislation, regulations, codes of conduct, legal opinions and guidance, and general recommendations in the jurisdictions in which it operates and in relation to the products it markets and sells. As a Swedish bank, Morrow Bank is subject to supervision by the SFSA regarding, among other things, capital adequacy and liquidity, as well as rules on internal governance and control and rules on risk management for information and communication technology (including Regulation (EU) 2022/2554 on digital operational resilience for the financial sector ("**DORA**")). In addition, the Swedish Consumer Agency works to safeguard the interests of consumers in Sweden and monitors consumer interests within the EU, and the Swedish Authority for Privacy Protection works to protect personal privacy.

In addition, regulators are increasingly focusing on environmental, social and governance ("**ESG**") issues and sustainability-related practices. For example, in November 2022, the European Council formally adopted the Corporate Sustainability Reporting Directive (EU) 2022/2464 ("**CSRD**"). The CSRD requires Morrow Bank to provide more specific information on environmental and climate issues and issues related to social responsibility, employee treatment, respect for human rights, and anti-corruption and bribery. Companies subject to sustainability reporting requirements, such as Morrow Bank, are also required to disclose additional disclosures in their sustainability reports under the Taxonomy Regulation (EU) 2020/852.

Regulatory changes are initiated on an ongoing basis and the Company cannot predict with certainty what regulatory changes may be introduced in the future as a result of initiatives within the EU, from the Swedish legislator, from the SFSA or other authorities and bodies. Such changes could have a material adverse effect on, among other things, the Company's product offering and operations, the sales and pricing of the Company's products, and Morrow Bank's profitability, solvency and capital adequacy, and could lead to increased compliance costs.

There is a risk that the measures taken by the Company to ensure compliance with new laws and regulations are not sufficient. In addition, the Company may misinterpret or incorrectly apply new or amended laws and regulations, in particular due to the increasing volume and complexity of legislation, which may have adverse consequences for the Company. Morrow Bank has incurred, and expects to continue to incur, significant costs and expenses to comply with the increasingly complex regulatory environment. Such costs can have an adverse effect on Morrow Bank's revenue and profits.

1.4.9 Risks related to changes in accounting standards

From time to time, the International Accounting Standards Board ("**IASB**") and/or the EU IFRS amends the accounting standards, which govern the preparation of the Company's financial statements. These changes can be difficult to predict and materially affect how Morrow Bank reports its financial position and the results of its operations. In some cases, Morrow Bank may be required to apply a new or revised standard retroactively, which may lead to restatement of previous periods' financial statements.

For example, in July 2014, the IASB issued a new accounting standard, International Financial Reporting Standard 9 (Financial Instruments) ("**IFRS 9**"), which came into effect on 1 January 2018 and replaced IAS 39. IFRS 9 contains principles for the classification of financial instruments and provision for expected credit losses that are mandatory and were therefore fully implemented by Morrow Bank as of 1 January 2018. The IASB may make other changes to the accounting and reporting standards governing the preparation of the Company's financial statements, which the Company may adopt prior to the date on which such changes become mandatory if deemed appropriate, or which the Company may be required to adopt. There is a risk that such changes in the Company's accounting policies or accounting standards will have an adverse effect on the Company's results and financial position. This, in turn, may reduce Morrow Bank's ability to pay dividends.

1.4.10 Risks related to legal proceedings and disputes

Morrow Bank operates in an environment of extensive regulation, which entails potential risks associated with litigation and regulatory matters. The Company may in the future become involved in judicial, administrative or governmental proceedings in Sweden, Norway, Finland, France, Ireland, the Netherlands, Germany and Austria, or other jurisdictions, which may result in significant costs, losses or liabilities for the Company. Disputes and other legal proceedings are often characterised by significant uncertainties, especially in the initial stages, making their outcome difficult to predict. Negative decisions or actions by authorities may result in, among other things, sanctions, fines, damages, invalidation of agreements or restrictions or restrictions on the Company's operations, which may have a material adverse effect on the Bank's reputation or financial position. In addition, decisions by the SFSA or the Swedish Authority for Privacy Protection, or equivalent authorities in jurisdictions in which the Company operates, may have negative consequences if the Company is deemed to have acted in violation of applicable regulations. In addition, a lack of cooperation or weak relations with the relevant authorities may adversely affect the Bank's operations and reputation. The Bank's conduct in connection with its regulated activities may expose it to increased supervisory scrutiny and require it to accept restrictions that entail additional costs or otherwise place it at a competitive disadvantage, which may also require increased resources.

Morrow Bank has at one instance been sanctioned by Norwegian Financial Supervisory Authority (No. *Finanstilsynet*). In 2019, the Company, which then operated under the name Komplett Bank, was subject to an administrative fee of NOK 18 million for deficiencies in relation to AML regulations. In addition, as further described in section 1.2.4 (*Risks related to the acquisition of MedMera Bank AB and integration of its business*) above, on 12 January 2026, the SFSA initiated an investigation into the adequacy of MedMera Bank's credit assessments. The investigation is ongoing and if deficiencies are found, this may have a material adverse effect on MedMera Bank. Otherwise, Morrow Bank has not been the subject of any disputes mentioned in this section.

Morrow Bank is not currently a party to any civil or legal proceedings relating to its ordinary course of business, or otherwise that materially affects or may affect the Company's financial condition. However, there is a risk that future claims, legal actions or regulatory processes may arise, which could have a material adverse effect on the Company's financial position, results of operations or market position.

1.4.11 Risks related to inadequate insurance cover

Morrow Bank's operations are conducted fully digitally and across borders in Norway, Sweden and Finland, with significant reliance on proprietary IT systems as well as services from external suppliers for operations, data management and customer interfaces. This entails operational risks linked to fraud (including identity fraud in non-physical customer processes), cyber-attacks and other digital vulnerabilities, as well as the risk of disruptions in infrastructure and system integrations as well as human error in highly automated decision-making flows. The Bank is further exposed to risks related to compliance with regulations, including AML/CFT, GDPR and consumer credit, as well as potential litigation and/or criminal liability in the jurisdictions in which the Bank operates. Such events may result in financial losses, operational interruptions, penalties or legal liability. Although Morrow Bank maintains relevant insurance policies (including liability insurance) and contractual protections, these may be insufficient or may not cover all potential events, particularly related to cyber incidents, fraud, third-party failures, regulatory proceedings or disputes. Customer deposit guarantees in the relevant markets do not protect the Bank against its own losses. The material realisation of the above risks could have a material adverse effect on Morrow Bank's business, financial condition, results of operations and/or prospects.

1.5 Risks relating to the Bonds

1.5.1 The Issuer's obligations under the Bonds will be subordinated

The rights of the Bondholders will, in the event of the liquidation or bankruptcy of the Issuer, be subordinated in right of payment to the claims of depositors, other unsubordinated creditors and holders of senior non-preferred instruments of the Issuer but shall rank at least *pari passu* with all other subordinated indebtedness of the Issuer. The Bonds will, however, rank senior with respect to any capital instruments of the Issuer issued as Additional Tier 1 Capital and Common Equity Tier 1 Capital. The Issuer may issue other debt obligations or capital instruments that rank or are expressed to rank senior to the Bonds, in each case as regards the right to receive periodic payments in the event of a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital in the event of a liquidation or bankruptcy of the Issuer.

No Bondholder who in the event of the liquidation or bankruptcy of the Issuer is indebted to the Issuer shall be entitled to exercise any right of set-off or counterclaim against moneys owed by the Issuer in respect of Bonds held by such Bondholder.

In the event of a liquidation or bankruptcy of the Issuer, the Issuer will be required to pay its depositors and its unsubordinated creditors in full before it can make any payments on the Bonds. If this occurs, the Issuer may not have enough assets remaining after these payments are made to pay amounts due under the Bond.

1.5.2 Loss absorption at the point of non-viability of the Issuer

The Bondholders are subject to the risk that the Bonds may be required to absorb losses. The Bonds are being issued for regulatory capital adequacy purposes with the intention and purpose of being eligible as Tier 2 Capital of the Issuer. Such eligibility depends upon a number of conditions being satisfied, which are reflected in the Terms and Conditions and which, in particular, require the Bonds and the proceeds of their issue to be available to absorb any losses of the Issuer. The powers provided to competent and resolution authorities in the BRRD include write-down/conversion powers to ensure that relevant capital instruments (including the Bonds) fully absorb losses at the point of non-viability of the issuing institution in order to allow it to continue as a going concern subject to appropriate restructuring.

1.5.3 Substitution or variation of the Bonds

Subject to clause 9.4 (*Redemption, substitution or variation upon the occurrence of a Capital Disqualification Event or Tax Event*) of the Terms and Conditions and the prior written permission of the SFSA, the Issuer may, at its option and without the permission or approval of the relevant Bondholders, elect to substitute or vary the terms of all (but not some only) outstanding Bonds so that they become or remain, as applicable, Qualifying Securities if a Capital Disqualification Event or Tax Event occurs.

There is a risk that, due to the particular circumstances of each Bondholder, any Qualifying Security will be less favourable to a Bondholder in all respects or that a particular Bondholder would not make the same determination as the Issuer as to whether the terms of the relevant Qualifying Security are not materially less favourable to Bondholders than the terms of the relevant Bonds. The substitution or variation of the Bonds may thus lead to changes in the Bonds that have effects that are less favourable in the opinion of a Bondholder. The Issuer bears no responsibility towards the

Bondholders for any adverse effects of such a substitution or modification (including, without limitation, any adverse tax consequence suffered by any Bondholder). The degree to which the Bonds may be substituted or modified is uncertain and presents a significant risk to the return of the Bonds.

1.5.4 The price of the Bonds may be volatile

The market price of the Bonds could be subject to significant fluctuations in response to actual or anticipated variations in the Issuer's operating results and those of its competitors, adverse business developments, changes to the regulatory environment in which the Issuer operates, changes in financial estimates by securities analysts and the actual or expected sale of a large number of Bonds, as well as other factors. In addition, in recent years the global financial markets have experienced significant price and volume fluctuations, which, if repeated in the future, could adversely affect the market price of the Bonds without regard to the Issuer's operating results, financial condition or prospects.

1.5.5 Credit risks

If the Issuer's financial position deteriorates it is likely that the credit risk associated with the Bonds will increase as there would be an increased risk that the Issuer cannot fulfil its obligations under the Terms and Conditions. The Issuer's financial position is affected by numerous risk factors, some of which have been outlined herein. An increased credit risk could result in the market pricing the Bonds with a higher risk premium, which could adversely affect the value of the Bonds. Another aspect of the credit risk is that a deteriorated financial position could result in a lower creditworthiness, which could affect the Issuer's ability to refinance the Bonds, which in turn could adversely affect the Issuer's operations, result and financial position.

1.5.6 Admission to trading, liquidity and the secondary market

The Issuer shall ensure that the Bonds remain admitted to trading on Nasdaq Stockholm (or another Regulated Market) for as long as any Bonds are outstanding. However, the Issuer is dependent upon Nasdaq's continued approval and compliance with applicable listing requirements. Thus, there is a risk that the Bonds may be suspended from trading or de-listed, temporarily or permanently. If the Issuer fails to maintain the listing, each Bondholder has the right to request that all, or some only, of its Bonds shall be repurchased. If the Issuer fails to maintain the listing, Bondholders holding Bonds on an investment savings account (Sw. *ISK/Investeringssparkonto*) will no longer be able to hold the Bonds on such account, thus affecting such Bondholder's tax situation.

Even though the Bonds are admitted to trading on Nasdaq Stockholm (or another Regulated Market), active trading in such securities does not always occur. In general, trading volumes may be low in respect of securities, such as the Bonds, with a nominal value of SEK 1,250,000. Hence there is a risk that a liquid market for trading in the Bonds will not exist or is maintained even though the Bonds are admitted to trading on a Regulated Market. This may result in Bondholders being unable to sell their Bonds when desired or at a price level which allows for a profit comparable to similar investments with an active and functioning secondary market. Lack of liquidity in the market may have a negative impact on the market value of the Bonds. It should also be noted that during a given time period it may be difficult or impossible to sell the Bonds on the secondary market on reasonable terms, or at all, due to, for example, severe price fluctuations, close down of the relevant market or trade restrictions imposed on the market.

1.5.7 *Interest rate risks*

The value of the Bonds is dependent on several factors, one of the most significant over time being the level of market interest rates. Investments in the Bonds involve a risk that the market value of the Bonds could be adversely affected by changes in market interest rates.

1.5.8 *Exchange rate risks*

The Issuer will pay principal and interest on the Bonds in Swedish Kronor or Norwegian Kroner, as applicable. This presents certain risks relating to currency conversions if a Bondholder's financial activities are denominated principally in a currency or currency unit other than Swedish Kronor or Norwegian Kroner, as applicable, (the "**Bondholder's Currency**"). Accordingly, a Bondholder is exposed to exchange rate risk if relevant exchange rates fluctuate significantly (including, but not limited to, fluctuations due to a devaluation of Swedish Kronor or Norwegian Kroner, as applicable, or a revaluation of the Bondholder's Currency) or authorities with jurisdiction over the Bondholder's Currency impose or modify relevant exchange controls (if any), which could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

1.5.9 *The Issuer may redeem the Bonds on the occurrence of a Capital Disqualification Event or Tax Event*

The Issuer may in certain circumstances, at its option, but in each case subject to obtaining the prior consent of the SFSA, redeem the Bonds upon the occurrence of a Capital Disqualification Event or Tax Event at par together with accrued interest.

There is a risk that the Bondholders will not be able to reinvest the amounts received upon redemption at a rate that will provide the same rate of return as their investments in the Bonds.

1.5.10 *The Terms and Conditions contain limited rights for the Bondholders or the Agent to accelerate the Bonds*

The Bonds shall constitute Tier 2 Capital of the Issuer. As such, the Terms and Conditions do not include any obligations or undertakings binding on the Issuer which if breached would give rise to a right of the Bondholders or the Agent to accelerate the Bonds. The Bondholders can only accelerate the Bonds if the Issuer is placed into liquidation (Sw. *likvidation*) or bankruptcy (Sw. *konkurs*). Hence, if the Issuer would default on any other obligation under the Terms and Conditions the Bondholders would not be able to accelerate the Bonds or otherwise request prepayment or redemption of the nominal amount of the Bonds.

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

The Bonds will be unsecured obligations of the Issuer and there is no restriction in the amount or type of debt that the Issuer may issue or incur that ranks, *pari passu* or with priority to Bonds. Should the Issuer incur any such debt, there is a risk that the amount recoverable by the Bondholders in the event of the voluntary or involuntary liquidation, bankruptcy or resolution of the Issuer may be reduced.

1.5.12 *European Benchmarks*

In order to ensure the reliability of reference rates (such as STIBOR or NIBOR), 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 indexes used as reference values for financial instruments and financial agreements or for measuring investment fund results and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014) were added and entered into force on 1 January 2018. The Benchmark Regulation regulates the provision of reference values, reporting of data bases for reference values and use of reference values 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 benchmarks STIBOR and NIBOR, which apply for the Bonds, can be replaced as set out therein, upon the occurrence of a Base Rate Event which includes if STIBOR or NIBOR, as applicable, 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 or NIBOR ceases to be calculated or administered, an investor in the Bonds would be adversely affected. The degree to which amendments to and application of the European Benchmarks Regulation may affect the Bondholders is uncertain and presents a significant risk to the return on the Bondholder's investment.

1.5.13 *Bondholder representation and majority decisions by the Bondholders*

Under the Terms and Conditions, the Agent will represent each Bondholder in all matters relating to the Bonds. The Terms and Conditions contain provisions to the effect that a Bondholder is prohibited from taking actions on its own against the Issuer. To enable the Agent to represent the Bondholders in court, the Bondholders can submit a written power of attorney for legal proceedings. The failure of all Bondholders to submit such a power of attorney is likely to negatively impact the enforcement options available to the Agent on behalf of the Bondholder. Further, under the Terms and Conditions the Agent is entitled in some cases to make decisions and take measures that bind all relevant Bondholders without first obtaining the prior consent of the Bondholders.

Additionally, under the Terms and Conditions certain majorities of Bondholders are entitled to make decisions and take measures that bind all Bondholders, including those who vote in a manner contrary to the majority. Therefore, the actions of the majority and the Agent in such matters can impact the Bondholders' rights under the Finance Documents in a manner that is possibly undesirable for some of the Bondholders.

1.5.14 *Redemption or repurchase of the Bonds are subject to the prior consent of the SFSA*

Subject to applicable law and giving notice in accordance with the Terms and Conditions, the Issuer has the option to redeem the Bonds at the earliest 5.25 years after the Issue Date, anytime within the Initial Call Period or on any Interest Payment Date falling after the Initial Call Period. If the Issuer considers it favourable to exercise such a call option, the Issuer must obtain the prior consent of the SFSA before the option is exercised.

The Bondholders have no rights to call for the redemption of the Bonds and should not invest in the Bonds with the expectation that such a call will be exercised by the Issuer. The SFSA must agree to permit such a call, based upon its evaluation of the regulatory capital position of the Issuer and certain other factors at the relevant time. There is a risk that the SFSA will not permit such a call or that the Issuer will not exercise such a call. The Bondholders should be aware that they may be required to bear the financial risks of an investment in the Bonds for a period of time in excess of the minimum period.

1.5.15 Clearing and settlement in the CSD's account-based systems

The Bonds will be affiliated to CSD's account-based system, which means that no physical Bonds have been or will be issued. Clearing and settlement relating to the Bonds, as well as payment of interest and redemption of the principal amount of the Bonds, will be performed within CSD's account-based system. The investors are therefore dependent on the functionality of CSD's account-based system. If, due to any obstacle for CSD, the Issuer cannot make a payment or repayment, such payment or repayment may be postponed until the obstacle has been removed. Consequently, there is a risk that Bondholders receive payment under the Bonds later than expected.

2 RESPONSIBLE PARTIES AND APPROVAL BY THE RELEVANT AUTHORITY

2.1 Statement of responsibility

The issuance of the Bonds was authorised by resolutions taken by the Board of Directors of the Company on 13 May 2026 and the Bonds were subsequently issued by the Company on 16 June 2026.

This Prospectus has been prepared in connection with the Company's application to list the Bonds on the corporate bond list of Nasdaq Stockholm, in accordance with the Prospectus Regulation.

This Prospectus has been approved by the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) 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. Such approval should not be considered as an endorsement of the Issuer that is the subject of this Prospectus. Further, such approval should not be considered as an endorsement of the quality of the securities that are the subject of this Prospectus and investors should make their own assessment as to the suitability of investing in the Bonds.

The Board of Directors of the Company is responsible for the information given in this Prospectus. The Company is the source of all company specific data contained in this Prospectus and neither the Manager nor any of its representatives have conducted any efforts to confirm or verify the information supplied by the Company.

There is no information in this Prospectus that has been provided by a third party. The Board of Directors confirms that, to their best knowledge, the information contained in this Prospectus, including the registration document and the securities note, is in accordance with the facts and that this Prospectus makes no omission likely to affect its import.

2.2 Interest of advisors

There are no material conflicts of interest relating to the Bond Issue.

The Manager provides financial advice and other services to the Company in connection with the Bond Issue, for which the Manager will receive customary remuneration. The Manager has, from time to time in the course of their ordinary business, provided, and may in future provide, various banking, financial, investment, commercial and other services to the Company. Furthermore, the Manager and their affiliated companies may, as part of their day-to-day business, make or hold a range of investments and actively trade in debt and equity instruments (or related derivatives) and financial instruments (including bank loans and/or credit swaps) on their own behalf and on behalf of their clients, and such investments or securities activities may also involve securities and/or instruments of the Company.

Advokatfirman Vinge KB has acted as legal counsel to the Company in connection with the Bond Issue and may provide additional legal services to the Company. Advokatfirman Vinge KB receives remuneration that is not contingent on the outcome of the Bond Issue.

2.3 Use of proceeds

The proceeds from the bond issue are intended to constitute Tier 2 Capital of the Issuer and the proceeds from the Bond Issue shall be used for general corporate purposes of the Issuer and Issuer's consolidated situation.

2.4 Costs relating to the listing

The accrued costs relating to the listing are approximately SEK 150,000.

2.5 Credit rating relating to debt securities

No credit rating has been assigned to any of the Issuer's debt securities.

3 INFORMATION ABOUT THE ISSUER

3.1 Legal group structure

The Company's business is conducted in accordance with the Swedish Companies Act (Sw. *aktiebolagslagen*). Morrow Bank AB, which is the Company's legal name (and its commercial name) (Reg. No. 559490–6546), is a Swedish public limited company which was founded and registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on 16 July 2024. The Company's LEI code is 9845009C8D6CC754F846. The Company has its registered office in Stockholm. The Company has a Norwegian branch through which its operations in Norway are conducted. MedMera Bank, acquired on 1 July 2026, is the Company's sole subsidiary.

3.2 The Issuer's business and operations

3.2.1 Morrow Bank at a glance

Morrow Bank is a specialist consumer finance bank with the ambition to create long-term value by offering a range of financing solutions primarily to consumers in the Nordic market. Morrow Bank's strategy is based on a digital, scalable and efficient business model combined with a strong focus on risk control. In an increasingly digital market, Morrow Bank focuses on creating customer value through flexible solutions and efficient, user-friendly processes. The product portfolio includes consumer loans, credit cards, savings accounts and various insurance products. Morrow Bank's main growth strategy is organic growth within existing products and markets. Morrow Bank also pursues a growth strategy based on product diversification and geographical expansion.

With ten years' experience in loans and credit, Morrow Bank has established itself in the Swedish, Finnish and Norwegian markets and aims to become a leading Nordic consumer finance bank. Consumer finance provides individuals with flexibility, which in turn contributes to economic activity and growth for society as a whole. Morrow Bank offers its services to private individuals, and its target group consists of creditworthy individuals with stable personal finances and no payment defaults. Credit risk is largely managed through automated credit assessment processes. Morrow Bank has a diversified and balanced distribution model that utilises both indirect channels (credit intermediaries) and its own channels. Morrow Bank's consumer credit, credit card and insurance customers are located in Sweden, Finland and Norway. In addition, Morrow Bank offers savings accounts to customers in Sweden, Norway, Germany, Austria, Ireland, France and the Netherlands. Operational efficiency and low costs are fundamental to Morrow Bank, enabled by a digital approach featuring modern systems and a streamlined operation.

Today, Morrow Bank conducts its cross-border operations with around 70 employees based in Stockholm, with a Norwegian branch in Oslo. The Swedish banking licence enables Morrow Bank to passport its services throughout the EEA. Morrow Bank currently has more than 72 per cent. of its market exposure outside Norway, of which around 33 per cent. of the total exposure is in Sweden. Morrow Bank competes extensively with other Swedish banks in the Nordic market, and Morrow Bank's ongoing growth strategy focuses on Sweden, which is the largest and most dynamic market in the Nordic region.

3.2.2 *History*

The table below provides an overview of key events in Morrow Bank's history.

Date	**Key events**
October 2012	Morrow Bank is established.
March 2014	The Norwegian Financial Supervisory Authority (No. *Finanstilsynet*) (the "**NFSA**") grants Morrow Bank a banking licence. Banking operations commence under the name Komplett Bank ASA.
March 2015	Komplett Bank ASA is listed on the Norwegian OTC list.
August 2015	Komplett Bank ASA reports its first profitable quarter.
October 2015	Komplett Bank ASA reaches NOK 1 billion in outstanding loans to customers.
November 2015	Komplett Bank MasterCard is launched.
February 2017	Komplett Bank ASA commences its cross-border banking operations in Finland.
October 2017	Komplett Bank ASA reaches NOK 5 billion in outstanding loans to customers.
November 2017	Komplett Bank ASA is listed on the Oslo Stock Exchange.
March 2018	Komplett Bank ASA commences its cross-border banking operations in Sweden.
July 2019	Komplett Bank ASA is imposed a sanction fine of NOK 18 million by the NFSA for deficiencies of anti-money laundering regulations.
October 2021	Øyvind Oanes becomes the new CEO.
October 2021	Past-due loans are sold for NOK 1.4 billion.

March 2022	The “Repositioning for growth” strategy is launched, featuring initiatives such as organisational restructuring and IT simplification.
May 2022	Non-performing loans are sold for NOK 700 million.
February 2023	Komplett Bank ASA carries out a private placement through which Komplett Bank ASA issues 18.2 million shares, raising gross proceeds of NOK 100 million.
March 2023	Komplett Bank ASA reaches NOK 10 billion in outstanding loans to customers (Q1 2023).
April 2023	Komplett Bank ASA’s cooperation agreement with Komplett Group ceases.
April/May 2023	Name change from Komplett Bank ASA to Morrow Bank ASA.
June 2023	Morrow Bank ASA carries out a private placement, through which Morrow Bank ASA issues 22.2 million shares with gross proceeds of NOK 100 million (Private Placement).
July 2024	Morrow Bank ASA enters into an agreement to acquire a portfolio of loans worth approximately SEK 700 million from Qliro AB.
August 2024	Morrow Bank ASA enters into an agreement to acquire Lunar Bank’s Swedish consumer credit portfolio worth approximately SEK 1.6 billion.
September 2024	Morrow Bank ASA reaches NOK 15 billion in outstanding loans to customers (Q3 2024).
October 2024	Morgon Finans AB is established as a wholly-owned Swedish subsidiary of Morrow Bank ASA.

October 2024	An application for a Swedish banking licence is submitted.
April 2025	A Swedish banking licence is granted.
May 2025	Morrow Bank ASA issues FRN Tier 1 perpetual callable bonds of NOK 275 million.
July 2025	The NFSA grants the necessary approval for the merger and relocation process as planned.
November 2025	Morrow Bank ASA enters into an agreement to acquire a consumer credit portfolio worth approximately SEK 640 million from Moank AB.
November 2025	The Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) (the "**SFSA**") approves the merger plan between Morrow Bank ASA and Morrow Bank AB.
January 2026	The merger takes effect; Morrow Bank AB's shares are admitted to trading on Nasdaq Stockholm and the Bank's head office is relocated to Sweden.
March 2026	Morrow Bank AB enters into an agreement with Kooperativa Förbundet to acquire all the shares in MedMera Bank AB for a total consideration of SEK 1,960 million upon completion.

3.2.3 Target group, brand strategy and marketing

In accordance with the Bank's credit instructions (the "**Credit Instructions**"), which are available in electronic form on Morrow Bank's website, the Bank's target group for consumer loans and credit cards consists of creditworthy individuals with stable personal finances and no payment defaults. The age range for the target group is 20–75 years, and in the short to medium term, the geographical target area is primarily the Nordic region, where Morrow Bank already operates in Sweden, Finland and Norway.

The target group for the Bank's savings accounts is customers aged 18 and over who are resident in Sweden, Norway, Germany, Austria, Ireland, France, the Netherlands and Finland.

The Bank conducts its main operations in Stockholm, with a Norwegian branch in Oslo. However, the Bank is a fully digital bank with no physical meeting places for customers, which means that all distribution and customer dialogue takes place digitally or by telephone.

The Bank seeks customers through two main channels: (i) the direct channel (Sw. *Direktdistribution*), and (ii) the indirect channel (Sw. *Indirekt distribution*). The Bank aims to optimise the return on distribution and marketing costs by selectively prioritising the customer volumes achieved through each channel. The most effective way to market the Bank varies depending on, amongst other things, the product in question and the brand's position within the product category.

3.2.4 Liquidity and financial position

3.2.4.1 Liquidity

The Bank's primary source of financing consists of customer deposits, which as of 31 March 2026 amounted to SEK 18,048.7 million. The deposits are sourced from retail customers in Norway, Sweden, Germany, Austria, Ireland, the Netherlands and France. Deposits in Norway and Sweden carry a variable interest rate, while deposits within the eurozone are offered at both variable and fixed interest rates for periods of up to two years. The weighted average deposit rate for the first quarter of 2026 was 4.4 per cent for Norwegian customers, 2.3 per cent for Swedish customers and 1.9 per cent for customers in the eurozone. Historically, deposits have shown good stability, and the Bank aims to match lending and deposits on a currency-by-currency basis. Most customer deposits, SEK 17,053.7 million, have no defined maturity date, whilst SEK 995.0 million have a maturity term of between one and five years. As of 31 March 2026, the Bank had no unutilised bank credit lines or other credit facilities.

The liquidity reserve consists of bank deposits and high-credit-quality securities in the form of government bonds, covered bonds (OMF) and other market-listed interest-bearing securities. Lending to and deposits from credit institutions amounted to SEK 1,495.4 million as at the balance sheet date. The securities portfolio amounted to SEK 3,308.8 million and consisted of government bonds of SEK 1,953.0 million, OMFs of SEK 1,179.2 million, and market-listed securities and bank bonds of SEK 176.6 million. In total, lending to credit institutions and securities amounted to SEK 4,804.2 million, corresponding to 22.6 per cent of total assets.

Liquidity risk is managed through the maturity profile of the Bank's assets and liabilities. All interest-bearing assets and liabilities carry a floating interest rate with a repricing period of less than three months, which entails a natural interest rate match. An interest rate change of 1 percentage point would have an estimated net effect of NOK 0.5 million on the Bank's profit. Remaining currency exposure as of 31 March 2026 amounted to EUR 1.5 million and NOK 6.8 million, which is hedged through the Bank's multi-currency facility.

The Liquidity Coverage Ratio (LCR) stood at 485 per cent as of 31 March 2026, exceeding both the regulatory minimum requirement of 100 per cent and the Bank's internal target of at least 125 per cent. The Net Stable Funding Ratio (NSFR) stood at 121 per cent, exceeding both the regulatory minimum requirement of 100 per cent and the Bank's internal target of at least 110 per cent.

Liquidity is managed on an ongoing basis, and forecasts are prepared from intraday levels up to one year ahead. The Board has established guidelines for liquidity risk management, which are reviewed annually.

3.2.4.2 Borrowings

In addition to customer deposits, Morrow Bank finances its operations through subordinated loan capital (Tier 2) and perpetual capital securities (Additional Tier 1, AT1). As of 31 December 2025, subordinated loan capital amounted to NOK 265.0 million (31 December 2024: NOK 265.0 million) and outstanding AT1 instruments to NOK 275.0 million (31 December 2024: NOK 199.6 million).

The subordinated loan capital consists of three instruments: a loan of NOK 65 million with a floating interest rate, a final maturity date of 3 March 2031 and a first possible redemption date of 3 March 2026; a loan of NOK 100 million with a floating interest rate, a final maturity date of 11 May 2033 and a first possible redemption date of 11 May 2028; and a loan of NOK 100 million with a floating interest rate, maturing on 19 September 2034 and with a first possible redemption date of 19 September 2029. In May 2025, the Bank issued a new Additional Tier 1 capital instrument of NOK 275 million.

As of 31 December 2025, the Bank's Common Equity Tier 1 (CET1) ratio stood at 15.9 per cent, its Tier 1 capital ratio at 17.8 per cent and its total capital ratio at 19.5 per cent, all well above the regulatory minimum requirements of 12.5 per cent, 15.0 per cent and 18.4 per cent respectively. The Bank's leverage ratio stood at 11.0 per cent as of 31 December 2025 (31 December 2024: 11.5 per cent), well above the regulatory minimum requirement of 5.0 per cent. The Bank's liquidity coverage ratio (LCR) stood at 613 per cent and its net stable funding ratio (NSFR) at 123 per cent, both exceeding the Bank's internal targets of at least 125 per cent and 110 per cent, respectively.

After the balance sheet date, on 13 February 2026, Morrow Bank issued a subordinated Tier 2 bond of NOK 200 million maturing in 2036, with a first possible redemption date after five years. The bond carries a floating interest rate of three-month NIBOR plus 375 basis points per annum.

3.3 Material changes, investments and information on trends

Morrow Bank is planning for annual organic growth in lending of more than 10 per cent over the coming years. This growth rate exceeds current market growth rates, and Morrow Bank intends to achieve this target by gaining market share. The Bank will therefore not be as exposed to changes in market growth trends, unless there are significant shifts in these trends. Morrow Bank assumes that market interest rates will remain stable and, on this basis, expects to be able to maintain its margins. Should interest rates change, experience has shown that banks offering the type of loans provided by Morrow Bank have often been able to increase their margins, as lending rates have developed more favourably for banks than deposit rates and other sources of funding.

The Nordic economies have a stable outlook, supported by robust economic policy frameworks and strong fiscal profiles. During the first quarter of 2026, central bank policy rates remained unchanged in Morrow Bank's markets, while the central bank of Norway (No. *Norges Bank*) raised its policy rate by 0.25 percentage points after the end of the quarter. Long-term market interest rates have been more volatile, with modest rises driven by higher energy prices following the outbreak of the US-Iran conflict in the middle of the quarter. Unemployment levels in all three lending markets remain broadly stable, which supports continued demand for consumer credit and limits systemic credit risk.

Morrow Bank has demonstrated the ability to reprice lending rates in line with central bank movements, whilst managing deposit pricing with greater flexibility. This asymmetry, combined with the Bank's scalable platform and improved capital structure following the relocation to Sweden

– where capital requirements are lower – positions the Bank to navigate the changing interest rate environment well. Management continues to monitor macroeconomic developments closely and will continue to apply disciplined lending practices and proactive credit risk management in response to changing market conditions.

Other than (i) the acquisition of MedMera Bank completed on 1 July 2026, (ii) a capital increase of approximately SEK 592 million through a rights issue, registered with the Swedish Companies Registration Office on 1 July 2026 (shares subscribed for with subscription rights) and 8 July 2026 (shares subscribed for without subscription rights), and (iii) a directed set-off issue of 32,780,579 new shares to Kooperativa Förbundet ekonomisk förening as part of the consideration for the acquisition of MedMera Bank, registered with the Swedish Companies Registration Office on 1 July 2026, there have been no significant changes to the Company's financial performance, results or position since 31 March 2026 (the end of the period of the Interim Report), nor has there been any material adverse change in the prospects of the Issuer since 31 December 2025, being the end of the last financial period for which an audited financial report has been prepared and there have been no recent events specific to the Company which to a material extent are relevant to the evaluation of the Issuer's solvency.

3.4 Corporate Governance

Morrow Bank is a Swedish public limited company (Sw. *publikt aktiebolag*). Until the completion of the Merger, the Group's operations were conducted through the Norwegian public limited company Morrow Bank ASA, whose corporate governance was based on Norwegian law and internal rules and regulations. Morrow Bank ASA's shares were listed on Oslo Børs until 30 December 2025.

The Company complies with Nordic Main Market Rulebook for Issuers of Shares and the Swedish Corporate Governance Code (the "**Code**"). The Code applies to all Swedish companies whose shares are listed on a regulated market in Sweden and on the Nasdaq First North Premier Growth Market. The Company is not required to comply with all the rules in the Code, as the Code itself allows for deviations from the rules, provided that any such deviations and the chosen alternative solution are described and the reasons for them are explained in the corporate governance report (in accordance with the so-called 'comply or explain' principle). Any deviations from the Code will be reported in the Company's corporate governance report, which will be prepared for the first time for the financial year 2026. However, in the first corporate governance report, the Company is not required to explain any deviation resulting from non-compliance with rules that did not apply during the period covered by the corporate governance report. The Company deviates from the Code in that the terms of reference for the Remuneration Committee do not fully reflect the Code's requirements regarding the Remuneration Committee's duties. According to the Code, the Board of Directors shall establish a Remuneration Committee whose main tasks are, among other things, to prepare the Board's decisions on matters concerning principles for remuneration, remuneration and other terms of employment for executive management, as well as monitoring and evaluating programmes for variable remuneration to the executive management, both ongoing programmes and those that have ended during the year. The Remuneration Committee's instructions do not adequately reflect these requirements, in their current form. The Company intends to review and update the Remuneration Committee's instructions to ensure compliance with the Code's requirements, and this deviation will be reported in accordance with the 'comply or explain' principle in the Company's corporate governance report for 2026.

3.5 Auditor

Öhrlings PricewaterhouseCoopers AB has been the Company's auditor since 2024 and was, at the annual general meeting 2026 on 28 April 2026, elected for the period until the end of the annual general meeting 2027. Frida Main (born 1983) is the auditor in charge. Frida Main is an authorised public accountant and a member of FAR (the professional institute for authorised public accountants). Öhrlings PricewaterhouseCoopers AB's office address is Torsgatan 21, SE-113 97 Stockholm.

PricewaterhouseCoopers AS, with Erik Andersen (born 1979) as the auditor in charge, has acted as auditor for Morrow Bank ASA for the financial years 2023, 2024 and 2025. Erik Andersen is an authorised public accountant. The registered office of PricewaterhouseCoopers AS is at Dronning Eufemias gt. 71, NO-0194 Oslo, Norway.

3.6 Credit rating assigned to the Issuer

No credit rating has been assigned to the Issuer.

4 THE BONDS IN BRIEF

The following summary contains basic information about the Bonds. It is not intended to be complete and it is subject to important limitations and exceptions. Potential investors should therefore carefully consider this Prospectus as a whole, including documents incorporated by reference, before a decision is made to invest in the Bonds. For a more complete understanding of the Bonds, including certain definitions of terms used in this summary, see the Terms and Conditions. The Terms and Conditions are available on the Issuer's website www.morrowbank.se and on the Agent's website: www.nordictrustee.com.

Issuer:	Morrow Bank AB, Reg. No. 559490-6546, and LEI code 9845009C8D6CC754F846, a public limited liability company incorporated in Sweden.
The Bonds:	Floating rate callable Tier 2 Capital bonds in an amount of SEK 200,000,000 issued on 16 June 2026. Each Bond has a Nominal Amount of SEK 1,250,000.
Bonds to be admitted to trading:	This Prospectus relates to the admission to trading of the SEK 200,000,000 Bonds that have been issued under the Terms and Conditions.
ISIN:	NO0013755249.
Issue Date:	16 June 2026.
Final Maturity Date:	16 September 2036.
Issue Price:	The Bonds are issued at a price equal to 100.00 per cent. of the Nominal Amount.
Manager:	Nordea Bank Abp, filial i Sverige.
Interest Rate:	The Bonds carry interest at three (3) months STIBOR plus 3.25 per cent. *per annum*, payable quarterly in arrear. STIBOR floor at 0.00 per cent. and customary base rate provisions apply in accordance with clause 16 (*Replacement of Base Rate*) in the Terms and Conditions.
Benchmark Regulation:	The interest payable under the Bonds is calculated by reference to the benchmark STIBOR, which is provided by the Swedish Financial Benchmark Facility. As at the date of this Prospectus, the Swedish Financial Benchmark Facility appears on the register of administrators and benchmarks

	established and maintained by the European Securities and Markets Authority pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011).
Interest Payment Date:	16 March, 16 June, 16 September and 16 December of each year. The first Interest Payment Date shall be 16 September 2026. The last Interest Payment Date shall be the relevant Redemption Date. To the extent any of the above days is not a CSD Business Day, the CSD Business Day following from an application of the Business Day Convention.
Nominal Amount and Denomination:	The Nominal Amount of each Bond is SEK 1,250,000. The total aggregate Nominal Amount of the Bonds is SEK 200,000,000. The Bonds are issued on a fully paid basis at an issue price as set out above under *Issue Price*. The Bonds are denominated in SEK. The minimum permissible investment in connection with the Bonds is SEK 1,250,000.
Status of the Bonds:	The Bonds are intended to constitute Tier 2 Capital of the Issuer and the Issuer Consolidated Situation. The Bonds constitute direct, subordinated and unsecured obligations of the Issuer and the Bonds, and all payments in respect of, or arising from (including any damages awarded for breach of any obligations under) the Bonds, shall at all times rank, in each case as regards the right to receive periodic payments on a liquidation (Sw. *likvidation*) or bankruptcy (Sw. *konkurs*) of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer: (a) junior to any present and future claims of (i) depositors of the Issuer, (ii) any other unsubordinated creditors of the Issuer and (iii) except as expressly stated in (c) below, any subordinated creditors of the Issuer whose rights are expressed to rank in priority to the Bondholders by statute and/or law and (iv) any Eligible Liabilities Instruments of the Issuer; (b) *pari passu* without any preference among themselves; (c) *pari passu* with (i) any obligations or capital instruments of the Issuer which constitute Tier 2 Capital and (ii) any other obligations or capital instruments of the Issuer that rank or are expressed to rank equally with the Bonds; and (d) senior to (i) any obligations or capital instruments of the Issuer which constitute Common Equity Tier 1 Capital and Additional Tier 1 Capital and (ii) holders of all classes of the Issuer's shares in their capacity as such holders and any other obligations or capital instruments of the Issuer that rank or are expressed to rank junior to the Bonds.
Transferability:	The Bonds are freely transferable but the Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds, as

	applicable, under local laws to which a Bondholder may be subject. Each Bondholder must ensure compliance with such restrictions at its own cost and expense.
Use of proceeds:	The Bonds are intended to constitute Tier 2 Capital of the Issuer and the proceeds from the issue of the Bonds shall be used for general corporate purposes of the Issuer and the Issuer Consolidated Situation.
Redemption and repurchase of the Bonds:	The Issuer shall redeem all, but not some only, of the outstanding Bonds in full on the Final Maturity Date. If the Final Maturity Date is not a CSD Business Day, then the redemption shall occur on the following CSD Business Day. Subject to Clause 9.5 (*Consent from the Swedish FSA*), applicable law and giving notice in accordance with Clause 9.7 (*Notice of early redemption, substitution or variation*), the Issuer may redeem all (but not some only) outstanding Bonds on (i) any CSD Business Day falling within the Initial Call Period or (ii) on any Interest Payment Date falling after the Initial Call Period. The Issuer or a Group Company may, subject to applicable laws and to Clause 9.5 (*Consent from the Swedish FSA*), at any time on or following the First Call Date and at any price purchase Bonds on the market or in any other way. Such Bonds purchased and held by the Issuer or the Group Company may at its discretion be retained, sold or, with regard to the Issuer, cancelled, provided that such action has been approved by the Swedish FSA (if and to the extent then required by the Applicable Capital Regulations).
Acceleration of the Bonds:	Prior to the Final Maturity Date, the Bondholders have no right to accelerate the Bonds or otherwise request prepayment or redemption of the principal amount of the Bonds, except in the event of the liquidation (Sw. *likvidation*) or bankruptcy (Sw. *konkurs*) of the Issuer.
Decisions by Bondholders:	A request by the Agent for a decision by the Bondholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Bondholders' Meeting or by way of a Written Procedure.
Admission to trading:	The Issuer intends to have the Bonds admitted to trading on Nasdaq Stockholm within thirty (30) days of the Issue Date and shall use its best efforts to ensure that the Bonds are admitted to trading on Nasdaq Stockholm (or if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market) within sixty (60) days from the Issue Date. Prior to any admission to trading, there has been no public market for the Bonds. An active trading market for the Bonds may not develop or, if developed, it might not be sustained. The Nominal Amount may not be indicative of the market price of the Bonds.

Agent:	Nordic Trustee & Agency AB (publ), Reg. No. 556882-1879, or another party replacing it, as Agent, in accordance with the Terms and Conditions.
Paying Agent:	Nordea Bank Abp, filial i Norge, or such other party replacing it, as Paying Agent, in accordance with the Terms and Conditions and the CSD Regulations.
Central Securities Depository (CSD):	The Issuer's central securities depository and registrar in respect of the Bonds is, initially, Verdipapirsentralen ASA, Norwegian Reg. No. 985 140 421, Postboks 1174 Sentrum, 0107, Oslo, Norway, or any other party replacing it, as CSD, in accordance with the Terms and Conditions.
No direct actions by Bondholders:	A Bondholder 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, company reorganisation 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.
Time-Bar:	The right to receive repayment of the principal of the Bonds 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 Bondholders' right to receive payment has been time-barred and has become void.
Applicable law:	The 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. The Issuer submits to the non-exclusive jurisdiction of the District Court of Stockholm (Sw. *Stockholms tingsrätt*).

5 TERMS AND CONDITIONS

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 (No. *Kontofører*) with Verdipapirsentralen ASA, and through which a Bondholder has opened a Securities Account in respect of its Bonds.

"**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.

"**Additional Tier 1 Capital**" means, at any time, the sum, expressed in Swedish Kronor, of all amounts that constitute additional tier 1 capital (Sw. *primärkapitaltillskott*) as defined in the Applicable Capital Regulations at the relevant time.

"**Adjusted Nominal Amount**" means the Total Nominal Amount less the aggregate Nominal Amount of all Bonds owned by a Group Company or an Affiliate, irrespective of whether such person is directly registered as owner of such Bonds.

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

"**Agency Agreement**" means the agency agreement entered into on or 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), 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 applicable to the Issuer or the Issuer Consolidated Situation, as the case may be, including, without limitation to the generality of the foregoing, CRD, any delegated act adopted by the European Commission thereunder and any other laws, regulations, requirements, guidelines and policies relating to capital adequacy as then applied in Sweden by the Swedish FSA and/or any successor (whether or not such requirements, guidelines, regulatory technical standards or policies have the force of law and whether or not they are applied generally or specifically to the Issuer or the Issuer Consolidated Situation).

"**Base Rate**" means STIBOR or any reference rate replacing STIBOR in accordance with Clause 16 (*Replacement of Base Rate*).

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

"**Bond**" means (i) the debt instrument, denominated in SEK and which is governed by and issued under these Terms and Conditions and (ii) any overdue and unpaid principal which has been issued under a separate ISIN in accordance with the CSD Regulations.

"**Bondholder**" means the person who is registered on a Securities Account as direct registered owner (Sw. *direktregistrerad ägare*) or nominee (Sw. *förvaltare*) with respect to a Bond.

"**Bondholders' Meeting**" means a meeting among the Bondholders held in accordance with Clauses 14.1 (*Request for a decision*), 14.2 (*Convening of Bondholders' Meeting*) and 14.4 (*Majority, quorum and other provisions*).

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

"**Business Day Convention**" means the first following day that is a CSD 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 CSD Business Day.

"**Capital Disqualification Event**" means, at any time on or after the Issue Date, there is a change in the regulatory classification of the Bonds that would be likely to result in the exclusion of the Bonds (in whole or in part) from the Tier 2 Capital of the Issuer, the Issuer Consolidated Situation or the reclassification of the Bonds (in whole or in part) as a lower quality form of regulatory capital, provided that:

(a) the Swedish FSA considers such a change to be sufficiently certain; and

(b) the Issuer demonstrates to the satisfaction of the Swedish FSA that such change in the regulatory classification of the Bonds was not reasonably foreseeable at the Issue Date,

and provided that such exclusion or reclassification is not a result of any applicable limitation on the amount of such Tier 2 Capital contained in the Applicable Capital Regulations.

"**Common Equity Tier 1 Capital**" means, at any time, the sum, expressed in Swedish Kronor, of all amounts that constitute common equity tier 1 capital (Sw. *kärnprimärkapital*) of the Issuer or the Issuer Consolidated Situation, respectively, as calculated by the Issuer in accordance with the Applicable Capital Regulations.

"**CRD**" means the legislative package consisting of the CRD IV Directive, CRD V Directive, CRD VI Directive, the CRR, the CRR II, the CRR III and any CRD Implementing Measures.

"**CRD Implementing Measures**" means any regulatory capital rules, regulations or other requirements implementing (or promulgated in the context of) the CRD IV Directive, the CRD V Directive, the CRD VI Directive, the CRR, the CRR II or the CRR III which may from time to time be introduced, including, but not limited to, delegated or implementing acts or regulations (including technical standards) adopted by the European Commission, national laws and regulations, adopted by the Swedish FSA and guidelines issued by the Swedish FSA, the European Banking Authority or any other relevant authority, which are applicable to the Issuer or the Issuer Consolidated Situation (as the case may be).

"**CRD IV Directive**" means Directive 2013/36/EU on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms of the European Parliament and of the Council of 26 June 2013, as the same may be amended or replaced from time to time.

"**CRD V Directive**" means Directive 2019/878/EU on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms of the European Parliament and of the Council of 20 May 2019, as the same may be amended or replaced from time to time.

"**CRD VI Directive**" means Directive (EU) 2024/1619 on supervisory powers, sanctions, third-country branches, and environmental, social and governance risks of the European Parliament and of the Council of 31 May 2024, as the same may be amended or replaced from time to time.

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

"**CRR II**" means Regulation (EU) No. 2019/876 on prudential requirements for credit institutions and investment firms of the European Parliament and of the Council of 20 May 2019, as the same may be amended or replaced from time to time.

"**CRR III**" means Regulation (EU) 2024/1623 on requirements for credit risk, credit valuation adjustment risk, operational risk, market risk and the output floor of the European Parliament and of the Council of 31 May 2024, as the same may be amended or replaced from time to time.

"**CSD**" means the Issuer's central securities depository and registrar in respect of the Bonds, from time to time, initially Verdipapirsentralen ASA, Norwegian Reg. No. 985 140 421, Postboks 1174 Sentrum, 0107, Oslo, Norway, or any other party replacing it, as CSD, in accordance with these Terms anad Conditions.

"**CSD Business Day**" means a day on which the relevant CSD settlement system is open and the relevant currency's clearing and settlement system is open.

"**CSD Regulations**" means the CSD's rules and regulations applicable to the Issuer, the Agent and the Bonds from time to time.

"**Debt Register**" means the debt register kept by the CSD in respect of the Bonds in which a Bondholder is registered.

"**Eligible Liabilities Instruments**" means any eligible liabilities instruments as defined in Chapter 5a of Title I of Part Two of the CRR and/or any other Applicable Capital Regulations.

"**Final Maturity Date**" means the Interest Payment Date occurring 10.25 years from the Issue Date.

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

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

"**First Call Date**" means the Interest Payment Date falling on or immediately after the fifth (5^{th}) anniversary of the Issue Date (being 16 June 2031).

"**Force Majeure Event**" has the meaning set forth in Clause 23.1.

"**Group**" means the Issuer and its Subsidiaries from time to time (each a "**Group Company**").

"**Initial Call Period**" means the period commencing on (and including) the First Call Date and ending on (and including) the Interest Payment Date falling on or immediately after three (3) months of the First Call Date.

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

"**Interest**" means the interest on the Bonds calculated in accordance with Clause 8 (*Interest*).

"**Interest Payment Date**" means 16 March, 16 June, 16 September and 16 December of each year or, to the extent such day is not a CSD Business Day, the CSD Business Day following from an application of the Business Day Convention. The first Interest Payment Date for the Bonds shall be 16 September 2026 and the last Interest Payment Date shall be the relevant Redemption Date.

"**Interest Period**" means (i) in respect of the first Interest Period, the period from (and including) the Issue Date to (but excluding) the first Interest Payment Date, and (ii) in respect of subsequent Interest Periods, the period from (and including) an Interest

Payment Date to (but excluding) the next succeeding Interest Payment Date (or a shorter period if relevant).

"**Interest Rate**" means the Base Rate plus 3.25 per cent. *per annum*, as adjusted by any application of Clause 16 (*Replacement of Base Rate*).

"**Issue Date**" means 16 June 2026.

"**Issuer**" means Morrow Bank AB, a public banking company (Sw. *publikt bankaktiebolag*) incorporated under the laws of Sweden with Reg. No. 559490-6546.

"**Issuer Consolidated Situation**" means the Issuer and its subsidiaries 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 part, from time to time.

"**Manager**" means Nordea Bank Abp.

"**Nasdaq Stockholm**" means the Regulated Market of Nasdaq Stockholm AB, Reg. No. 556420-8394.

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

"**Paying Agent**" means Nordea Bank Abp, filial i Norge, or such other party replacing it, as Paying Agent, in accordance with these Terms and Conditions and the CSD Regulations.

"**Qualifying Securities**" means securities issued directly by the Issuer following a substitution or variation of the Bonds in accordance with Clause 9.4 that have terms not materially less favourable to investors, certified by the Issuer acting reasonably (having consulted with an independent investment bank or independent financial adviser of international standing), than the terms of the Bonds (immediately prior to the relevant substitution or variation), provided that they:

(a) shall include a ranking at least equal to that of the Bonds;

(b) shall have at least the same Interest Rate and the same Interest Payment Dates as those applying to the Bonds;

(c) shall have the same redemption rights as the Bonds;

(d) shall preserve any existing rights under the Bonds to any accrued interest which has not been paid;

(e) are assigned (or maintain) the same or higher credit ratings as were assigned to the Bonds (if any) immediately prior to the relevant substitution or variation of the Bonds; and

(f) shall comply with the requirements for Tier 2 Capital contained in the Applicable Capital Regulations.

If the Bonds were admitted to trading on a Regulated Market immediately prior to the relevant substitution or variation, the Issuer shall use reasonable efforts to ensure that the relevant Qualifying Securities are admitted to trading on a Regulated Market (as the case may be taking into account Clause 11.1) within sixty (60) days from their issuance (noting that no investor in the relevant Qualifying Securities (or its representative) has the right to accelerate the relevant Qualifying Securities or otherwise request a prepayment or redemption of the relevant Qualifying Securities upon failure to admit the relevant Qualifying Securities to trading).

"**Quotation Day**" means, in relation to any period for which an Interest Rate is to be determined, two (2) CSD Business Days before the first day of that period.

"**Record Date**" means the date on which a Bondholder's ownership of Bonds shall be recorded in the CSD as follows:

(a) in relation to payments pursuant to these Terms and Conditions, the date designated as the Record Date in accordance with the rules of the CSD Regulations from time to time; and

(b) another relevant date, or in each case such other CSD Business Day falling prior to a relevant date if generally applicable on the Swedish bond market.

"**Redemption Date**" means the date on which the relevant Bonds are to be redeemed or repurchased in accordance with Clause 9 (*Redemption and repurchase of the Bonds*).

"**Regulated Market**" means Nasdaq Stockholm or any other regulated market (as defined in Directive 2014/65/EU on markets in financial instruments).

"**Securities Account**" means the account for dematerialised securities maintained by the CSD in which (i) an owner of such security is directly registered or (ii) an owner's holding of securities is registered in the name of a nominee.

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

"**STIBOR**" means:

(a) the Stockholm interbank offered rate (STIBOR) administered by the Base Rate Administrator for SEK and for a period equal to the relevant Interest Period, as published by the Base Rate Administrator as of or around 11.00 a.m. on the Quotation Day;

(b) if no rate as described in paragraph (a) is available for the relevant Interest Period, the rate determined by the Agent by linear interpolation between the two closest rates for STIBOR fixing (rounded upwards to four decimal places) published by the Base Rate Administrator, as of or around 11.00 a.m. on the Quotation Day for SEK;

(c) if no rate as described in paragraph (a) or (b) 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 Agent at its request quoted by leading banks in the Stockholm interbank market reasonably selected by the Agent, for deposits of SEK 100,000,000 for the relevant period; or

(d) if no rate as described in paragraph (a) or (b) is available for the relevant Interest Period and no quotation is available pursuant to paragraph (c), the interest rate which according to the reasonable assessment of the Agent best reflects the interest rate for deposits in SEK offered in the Stockholm interbank market for the relevant period; and

if any such rate is below zero (0), STIBOR will be deemed to be zero (0).

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

"**Swedish FSA**" means the Swedish financial supervisory authority (Sw. *Finansinspektionen*) or such other governmental authority in Sweden having primary bank supervisory authority with respect to the Issuer and the Issuer Consolidated Situation.

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

"**Tax Event**" means the occurrence of any amendment to, clarification of or change in the laws, treaties or regulations of Sweden affecting taxation (including any change in the interpretation by any court or authority entitled to do so) or any governmental action, on or after the Issue Date, resulting in that:

(a) the Issuer is, or becomes, subject to a significant amount of additional taxes, duties or other governmental charges or civil liabilities with respect to the Bonds; or

(b) the treatment of any of the Issuer's items of income or expense with respect to the Bonds as reflected on the tax returns (including estimated returns) filed (or to be filed) by the Issuer will not be accepted by any tax authority, which subjects the Issuer to a significant amount of additional taxes, duties or governmental charges,

provided that the Issuer satisfies the Swedish FSA that such change in tax treatment of the Bonds is material and was not reasonably foreseeable as at the Issue Date.

"**Tier 2 Capital**" means tier 2 capital (Sw. *supplementärkapital*) as defined in Chapter 4 of the CRR and/or any other Applicable Capital Regulations applicable at such time.

"**Total Nominal Amount**" means the total aggregate Nominal Amount of the Bonds outstanding at the relevant time.

"**Written Procedure**" means the written or electronic procedure for decision making among the Bondholders in accordance with Clauses 14.1 (*Request for a decision*), 14.3 (*Instigation of Written Procedure*) and 14.4 (*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) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;

(b) a "**regulation**" includes any regulation, rule or official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(c) a provision of law is a reference to that provision as amended or re-enacted; and

(d) a time of day is a reference to Stockholm time.

1.2.2 A notice shall be deemed to be sent by way of press release if it is made available to the public within Sweden promptly and in a non-discriminatory manner.

1.2.3 No delay or omission of the Agent or of any Bondholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.

1.2.4 The selling and distribution restrictions, the privacy notice and any other information contained in this document before the table of contents do not form part of these Terms and Conditions and may be updated without the consent of the Bondholders and the Agent.

2 Status of the Bonds

2.1 The Bonds are intended to constitute Tier 2 Capital of the Issuer and the Issuer Consolidated Situation. The Bonds constitute direct, subordinated and unsecured obligations of the Issuer and the Bonds, and all payments in respect of, or arising from (including any damages awarded for breach of any obligations under) the Bonds, shall at all times rank, in each case as regards the right to receive periodic payments on a liquidation (Sw. *likvidation*) or bankruptcy (Sw. *konkurs*) of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer:

(a) junior to any present and future claims of (i) depositors of the Issuer, (ii) any other unsubordinated creditors of the Issuer and (iii) except as expressly stated in (c) below, any subordinated creditors of the Issuer whose rights are expressed to rank in priority to the Bondholders by statute and/or law and (iv) any Eligible Liabilities Instruments of the Issuer;

(b) *pari passu* without any preference among themselves;

(c) *pari passu* with (i) any obligations or capital instruments of the Issuer which constitute Tier 2 Capital and (ii) any other obligations or capital instruments of the Issuer that rank or are expressed to rank equally with the Bonds; and

(d) senior to (i) any obligations or capital instruments of the Issuer which constitute Common Equity Tier 1 Capital and Additional Tier 1 Capital and (ii) holders of all classes of the Issuer's shares in their capacity as such holders and any other obligations or capital instruments of the Issuer that rank or are expressed to rank junior to the Bonds.

2.2 The Bonds are denominated in Swedish Kronor and each Bond is constituted by these Terms and Conditions. The Issuer undertakes to make payments in relation to the Bonds and to comply with these Terms and Conditions, subject to and in accordance with these Terms and Conditions.

2.3 The minimum permissible investment in connection with the Bonds is SEK 1,250,000.

2.4 By subscribing for Bonds, each initial Bondholder agrees that the Bonds shall benefit from and be subject to the Finance Documents and by acquiring Bonds, each subsequent Bondholder confirms such agreement.

2.5 The nominal amount of each Bond is SEK 1,250,000 (the "**Nominal Amount**"). The aggregate nominal amount of the Bonds is SEK 200,000,000.

2.6 Each Bond is issued on a fully paid basis at an issue price of one hundred (100) per cent of the Nominal Amount.

2.7 The ISIN for the Bonds is NO0013755249.

2.8 A Bondholder or the Agent may only declare the Bonds (and any accrued Interest) due and payable in the event of the liquidation (Sw. *likvidation*) or bankruptcy (Sw. *konkurs*) of the Issuer.

2.9 No Bondholder who is indebted to the Issuer shall be entitled to exercise any right of set-off or counterclaim against moneys owed by the Issuer in respect of Bonds (including any damages awarded for breach of any obligations under these Terms and Conditions, if any are payable) held by such Bondholder. Notwithstanding the preceding sentence, if any of the amounts owing to any Bondholder by the Issuer in respect of, or arising under or in connection with the Bonds is discharged by set-off, such Bondholder shall, subject to applicable regulations, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its liquidation or bankruptcy, the liquidator or, as appropriate, other insolvency practitioner appointed to the Issuer) and, until such time as payment is made, shall hold an amount equal to such amount as escrow funds (Sw. *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.

2.10 The Issuer reserves the right to issue further Tier 2 Capital and other subordinated bonds and obligations in the future, which may rank *pari passu* with the Bonds, as well as any capital instruments which may rank junior to the Bonds, and any other capital instruments or obligations which may rank senior to the Bonds.

2.11 The Bonds are freely transferable but the Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds, as applicable, under local laws to which a Bondholder may be subject. Each Bondholder must ensure compliance with such restrictions at its own cost and expense.

2.12 No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Bonds or the possession, circulation or distribution of any document or other material relating to the Issuer or the Bonds in any jurisdiction, where action for that purpose is required. Each Bondholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Bonds.

3 Purpose and use of proceeds

The Bonds are intended to constitute Tier 2 Capital of the Issuer and the proceeds from the issue of the Bonds shall be used for general corporate purposes of the Issuer and the Issuer Consolidated Situation.

4 Conditions for disbursement

4.1 The Issuer shall provide to the Agent:

(a) the up-to-date certificate of registration and the articles of association of the Issuer;

(b) the Terms and Conditions and the Agency Agreement duly executed by the parties thereto;

(c) a copy of the resolution from the board of directors of the Issuer approving the issue of the Bonds, the terms of the Finance Documents and the Agency Agreement, and resolving to enter into such documents and any other documents necessary in connection therewith;

(d) 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 the Issuer are duly authorised to do so; and

(e) such other documents and information as is agreed between the Agent and the Issuer.

4.2 The Agent may assume that the documentation delivered to it pursuant to Clause 4.1 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.

4.3 The Agent shall confirm to the Manager when the conditions in Clause 4.1 have been received.

4.4 Following receipt by the Manager of the confirmation in accordance with Clause 4.3, the Manager shall settle the issuance of the Bonds and pay the proceeds from the issuance of the Bonds to the Issuer on the Issue Date.

5 Bonds in book-entry form

5.1 The Bonds will be registered for the Bondholders on their respective Securities Accounts and no physical bonds will be issued. Accordingly, the Bonds will be registered in accordance with the relevant Norwegian securities legislation and the CSD Regulations. Registration requests relating to the Bonds shall be directed to the Paying Agent or an Account Operator. The Debt Register shall constitute conclusive evidence of the persons who are Bondholders and their holdings of Bonds.

5.2 Subject to the CSD Regulations, the Issuer and the Agent shall be entitled to obtain information from the Debt Register. At the request of the Agent, the Issuer shall promptly obtain such information and provide it to the Agent. Subject to the CSD Regulations, for the purpose of carrying out any administrative procedure that arises out of the Finance

Documents, the Paying Agent shall be entitled to obtain information from the Debt Register.

5.3 The Issuer (and the Agent when permitted under the CSD's applicable regulations) may use the information referred to in Clause 5.2 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 Bondholder or third party unless necessary for such purposes.

5.4 The Issuer will at all times ensure that the registration of the Bonds in the CSD resulting from actions taken by the Issuer is correct and shall immediately upon any amendment or variation of these Terms and Conditions give notice to the CSD of any such amendment or variation. The Issuer shall not be responsible for ensuring the correctness of registration changes arising from actions by investors, intermediaries, or other third parties.

6 Right to act on behalf of a Bondholder

6.1 If any person other than a Bondholder (including the owner of a Bond, if such person is not the Bondholder) wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other authorisation from the Bondholder or a successive, coherent chain of powers of attorney or authorisations starting with the Bondholder and authorising such person and provide such additional evidence as may be required by the Agent pursuant to Clause 6.5 below.

6.2 A Bondholder 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 Bonds held by it. Any such representative may act independently under the Finance Documents in relation to the Bonds for which such representative is entitled to represent the Bondholder.

6.3 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 6.2 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.

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

6.5 If the Debt Register is inaccessible to the Agent and the Issuer due to CSD regulations or otherwise, the Agent may request receipt of proof of ownership of Bonds in a form acceptable to the Agent.

7 Payments in respect of the Bonds

7.1 The Issuer will make available to or to the order of the Paying Agent all amounts due on each payment date pursuant to the terms of these Terms and Conditions at such times and to such accounts as specified by the Paying Agent in advance of each payment date or when other payments are due and payable pursuant to these Terms and Conditions.

7.2 Any payment or repayment under the Finance Documents, or any amount due in respect of a repurchase of any Bond, shall be made to such person who is registered as a Bondholder 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.

7.3 If a Bondholder has registered, through an Account Operator, that principal, Interest and any other payment that shall be made under these Terms and Conditions shall be deposited in a certain bank account; such deposits will be effectuated by the CSD on the relevant payment date. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effectuate payments as aforesaid, the Issuer shall procure that such amounts are paid to such persons who are registered as Bondholders on the relevant Record Date as soon as possible after such obstacle has been removed.

7.4 Any specific payment instructions, including foreign exchange bank account details, to be connected to the Bondholder's account in the CSD must be provided by the relevant Bondholder to the Paying Agent (either directly or through its Account Operator in the CSD) within five (5) CSD Business Days prior to a payment date. Depending on any currency exchange settlement agreements between each Bondholder's bank and the Paying Agent, and opening hours of the receiving bank, cash settlement may be delayed, and payment shall be deemed to have been made once the cash settlement has taken place, provided, however, that no default interest or other penalty shall accrue for the account of the Issuer for such delay.

7.5 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.

7.6 Notwithstanding anything to the contrary in these Terms and Conditions, the Bonds shall be subject to, and any payments made in relation thereto shall be made in accordance with, the CSD Regulations.

7.7 If payment or repayment is made in accordance with this Clause 7, the Issuer and the CSD shall be deemed to have fulfilled their obligation to pay, irrespective of whether such payment was made to a person not entitled to receive such amount (unless the Issuer or the CSD (as applicable) has actual knowledge of the fact that the payment was made to the wrong person).

8 Interest

8.1 Each Bond carries Interest at the Interest Rate applied to the Nominal Amount from (and including) the Issue Date up to (but excluding) the relevant Redemption Date.

8.2 Interest accrues during an Interest Period. Payment of Interest in respect of the Bonds shall be made quarterly in arrears to the Bondholders on each Interest Payment Date for the preceding Interest Period.

8.3 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).

8.4 If the Issuer fails to pay any amount payable by it under the Finance Documents on its due date, default interest shall accrue on the overdue amount from (but excluding) the due date up to (and including) the date of actual payment at a rate which is two (2) percentage units higher than the Interest Rate. Accrued default interest shall not be capitalised but be payable to each person who was a Bondholder on the Record Date for the original due date. No default interest shall accrue where the failure to pay was solely attributable to the Agent, the Paying Agent or the CSD, in which case the Interest Rate shall apply instead.

9 Redemption and repurchase of the Bonds

9.1 Redemption at maturity

The Issuer shall redeem all, but not some only, of the outstanding Bonds in full on the Final Maturity Date. If the Final Maturity Date is not a CSD Business Day, then the redemption shall occur on the following CSD Business Day.

9.2 Early redemption at the option of the Issuer

Subject to Clause 9.5 (*Consent from the Swedish FSA*), applicable law and giving notice in accordance with Clause 9.7 (*Notice of early redemption, substitution or variation*), the Issuer may redeem all (but not some only) outstanding Bonds on (i) any CSD Business Day falling within the Initial Call Period or (ii) on any Interest Payment Date falling after the Initial Call Period.

9.3 Issuer's purchase of Bonds

The Issuer or a Group Company may, subject to applicable laws and to Clause 9.5 (*Consent from the Swedish FSA*), at any time on or following the First Call Date and at any price purchase Bonds on the market or in any other way. Such Bonds purchased and held by the Issuer or the Group Company may at its discretion be retained, sold or, with regard to the Issuer, cancelled, provided that such action has been approved by the Swedish FSA (if and to the extent then required by the Applicable Capital Regulations).

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

Subject to Clause 9.5 (*Consent from the Swedish FSA*) and giving notice in accordance with Clause 9.7 (*Notice of early redemption, substitution or variation*), if a Capital Disqualification Event or Tax Event has occurred, the Issuer may:

(a) redeem all (but not some only) outstanding Bonds on any Interest Payment Date; or

(b) substitute or vary the terms of all (but not some only) of the outstanding Bonds without any requirement for the consent or approval of the Bondholders, so that they become or remain, as applicable, Qualifying 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 Bonds in accordance with this Clause 9.4 (*Redemption, substitution or variation upon the occurrence of a Capital*

Disqualification Event or Tax Event) in relation to the Qualifying Securities so substituted or varied.

9.5 Consent from the Swedish FSA

A Group Company, or any other company forming part of the Issuer Consolidated Situation which the Issuer reports to the Swedish FSA, may not redeem, purchase, substitute or adjust any outstanding Bonds without the prior written consent of the Swedish FSA and in accordance with the Applicable Capital Regulations. Any Bonds redeemed or purchased in accordance with this Clause 9.5, may be retained or sold by the relevant Group Company, if such action has been approved by the Swedish FSA and is in compliance with the Applicable Capital Regulations.

9.6 Early redemption amount

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

9.7 Notice of early redemption, substitution or variation

Any redemption, substitution or variation in accordance with Clauses 9.2 (*Early redemption at the option of the Issuer*) and 9.4 (*Redemption, substitution or variation upon the occurrence of a Capital Disqualification Event or Tax Event*) shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Bondholders and the Agent. Any notice of redemption shall state the Redemption Date and the relevant Record Date. Any such notice is irrevocable but may, subject to the Applicable Capital Regulations and approval of the Swedish FSA, at the Issuer's discretion contain one or more conditions precedent that shall be fulfilled prior to the Record Date. Upon expiry of such notice and the fulfilment of the conditions precedent (if any), the Issuer shall redeem the Bonds in full at the applicable amount on the specified Redemption Date.

10 Information to Bondholders

10.1 Information from the Issuer

The Issuer shall make the following information available to the Bondholders and the Agent by way of press release and by publication on the website of the Issuer:

(a) as soon as the same become available, but in any event within 150 days after the end of each financial year, its audited consolidated financial statements for that financial year prepared in accordance with the Accounting Principles;

(b) as soon as the same become available, but in any event within 60 days after the end of each quarter of its financial year, its unaudited consolidated financial statements or the year-end report (Sw. *bokslutskommuniké*) (as applicable) for such period prepared in accordance with the Accounting Principles;

(c) as soon as the same become available, but in any event within 60 days after the end of each quarter of its financial year, a report on regulatory capital for the Issuer and the Issuer Consolidated Situation; and

(d) from and for as long as the Bonds are admitted to trading on any Regulated Market, any other information required by the Swedish Securities Markets Act (Sw. *lag*

(2007:582) om värdepappersmarknaden) and the rules and regulations of the Regulated Market on which the Bonds are admitted to trading.

10.2 Information from the Agent

The Agent is entitled to disclose to the Bondholders any event or circumstance directly or indirectly relating to the Issuer or the Bonds. Notwithstanding the foregoing, the Agent may if it considers it to be beneficial to the interests of the Bondholders delay disclosure or refrain from disclosing certain information that has occurred and is continuing.

10.3 Publication of Finance Documents

10.3.1 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.

10.3.2 The latest versions of the Finance Documents shall be available to the Bondholders at the office of the Agent during normal business hours.

11 Admission to trading

11.1 The Issuer intends to have the Bonds admitted to trading on Nasdaq Stockholm within thirty (30) days of the Issue Date and shall use its best efforts to ensure that the Bonds are admitted to trading on Nasdaq Stockholm (or if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market) within sixty (60) days from the Issue Date.

11.2 Following the admission to trading, the Issuer shall use its best efforts to maintain the admission as long as any Bonds are outstanding, but not longer than up to and including the last day on which the admission to trading reasonably can, pursuant to the then applicable regulations of the Regulated Market and the CSD, subsist.

11.3 or the avoidance of doubt, neither a Bondholder nor the Agent has the right to accelerate the Bonds or otherwise request a prepayment or redemption of the Bonds if a failure to admit the Bonds to trading or maintain an admission to trading of the Bonds in accordance with Clause 11.1 or 11.2 occurs.

12 Acceleration of the Bonds

12.1 Prior to the Final Maturity Date, Bondholders have no right to accelerate the Bonds or otherwise request prepayment or redemption of the principal amount of the Bonds, except in the event of the liquidation (Sw. *likvidation*) or bankruptcy (Sw. *konkurs*) of the Issuer (an "**Acceleration Event**").

12.2 If an Acceleration Event has occurred, the Agent is, following the instructions of the Bondholders, authorised to (i) by notice to the Issuer, declare all, but not only some, of the outstanding Bonds due for payment together with any other amounts payable under the Finance Documents, immediately or at such later date as the Agent determines, and

(ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.

12.3 In the event of an acceleration of the Bonds upon the occurrence of an Acceleration Event, the Issuer shall redeem all Bonds at an amount equal to one hundred (100) per cent. of the Nominal Amount together with accrued and unpaid interest. However, no payment will be made to the Bondholders before all amounts due, but unpaid, to all other creditors of the Issuer ranking ahead of the Bondholders as described in Clause 2 (*Status of the Bonds*) have been repaid by the Issuer, as ascertained by the judicial liquidator (Sw. *likvidator*) or bankruptcy administrator (Sw. *konkursförvaltare*).

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

13 Distribution of Proceeds

13.1 All payments by the Issuer relating to the Bonds and the Terms and Conditions following an acceleration of the Bonds in accordance with Clause 12 (*Acceleration of the Bonds*) 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 Terms and Conditions (other than any indemnity given for liability against the Bondholders), (ii) other costs, expenses and indemnities relating to the acceleration of the Bonds, or the protection of the Bondholders' 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 17.2.5, and (iv) any costs and expenses incurred by the Agent in relation to a Bondholders' Meeting or a Written Procedure that have not been reimbursed by the Issuer in accordance with Clause 14.4.12;

(b) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Bonds (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 Bonds; and

(d) *fourthly*, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Finance Documents.

13.2 If a Bondholder or another party has paid any fees, costs, expenses or indemnities referred to in Clause 13.1(a), such Bondholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 13.1(a).

13.3 Funds that the Agent receives (directly or indirectly) in connection with the acceleration of the Bonds constitute escrow funds (Sw. *redovisningsmedel*) and must be held on a separate interest-bearing account on behalf of the Bondholders and the other interested parties. The Agent shall arrange for payments of such funds in accordance with this Clause 13 as soon as reasonably practicable.

13.4 If the Issuer or the Agent shall make any payment under this Clause 13, the Issuer or the Agent, as applicable, shall notify the Bondholders of any such payment at least fifteen (15) 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 Bondholder to receive the amounts due on such Redemption Date.

14 Decisions by Bondholders

14.1 Request for a decision

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

14.1.2 Any request from the Issuer or a Bondholder (or Bondholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request shall, if made by several Bondholders, be made by them jointly) for a decision by the Bondholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Bondholders' Meeting or by way 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 Bondholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Bondholders' Meeting.

14.1.3 The Agent may refrain from convening a Bondholders' Meeting or instigating a Written Procedure if:

(a) the suggested decision must be approved by any person in addition to the Bondholders 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.

14.1.4 The Agent shall not be responsible for the content of a notice for a Bondholders' Meeting or a communication regarding a Written Procedure unless and to the extent it contains information provided by the Agent.

14.1.5 Should the Agent not convene a Bondholders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 14.1.3 being applicable, the Issuer or the Bondholder(s) requesting a decision by the Bondholders may convene such Bondholders' Meeting or instigate such Written Procedure, as the case may be, instead. The Issuer shall upon request provide the convening Bondholder(s) with the information available in the Debt Register in order to convene and hold the Bondholders' Meeting or instigate and carry out the Written Procedure, as the case may be. The Issuer or Bondholder(s), as applicable, shall supply to the Agent a copy of the dispatched notice or communication.

14.1.6 Should the Issuer want to replace the Agent, it may convene a Bondholders' Meeting in accordance with Clause 14.214.2 (*Convening of Bondholders' Meeting*) or instigate a Written Procedure by sending communication in accordance with Clause 14.314.3

(*Instigation of Written Procedure*). After a request from the Bondholders pursuant to Clause 17.4.3, the Issuer shall no later than ten (10) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Bondholders' Meeting in accordance with Clause 14.2.14.2 The Issuer shall inform the Agent before a notice for a Bondholders' Meeting or communication relating to a Written Procedure where the Agent is proposed to be replaced is sent and supply to the Agent a copy of the dispatched notice or communication.

14.1.7 Should the Issuer or any Bondholder(s) convene a Bondholders' Meeting or instigate a Written Procedure pursuant to Clause 14.1.5 or 14.1.6, 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 Bondholder(s), as the case may be, no later than one (1) Business Day prior to the dispatch of such notice or communication.

14.1.8 If any matter decided in accordance with this Clause 14 would require consent from the Swedish FSA, such consent shall be sought by the Issuer.

14.2 Convening of Bondholders' Meeting

14.2.1 The Agent shall convene a Bondholders' Meeting by way of notice to the Bondholders 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 Bondholder(s) (or such later date as may be necessary for technical or administrative reasons).

14.2.2 The notice pursuant to Clause 14.2.114.2.1 shall include:

(a) time for the meeting;

(b) place for the meeting;

(c) a specification of the Record Date on which a person must be registered as a Bondholder in order to be entitled to exercise voting rights;

(d) a form of power of attorney;

(e) the agenda for the meeting;

(f) any applicable conditions precedent and conditions subsequent;

(g) the reasons for, and contents of, each proposal;

(h) if the proposal concerns an amendment to any Finance Document, the details of such proposed amendment;

(i) if a notification by the Bondholders is required in order to attend the Bondholders' Meeting, information regarding such requirement; and

(j) information on where additional information (if any) will be published.

14.2.3 The Bondholders' 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.

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

14.3 Instigation of Written Procedure

14.3.1 The Agent shall instigate a Written Procedure (which may be conducted electronically) by way of sending a communication to the Bondholders through the CSD 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 Bondholder(s) (or such later date as may be necessary for technical or administrative reasons).

14.3.2 A communication pursuant to Clause 14.3.114.3.1 shall include:

(a) a specification of the Record Date on which a person must be registered as a Bondholder in order to be entitled to exercise voting rights;

(b) 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;

(c) the stipulated time period within which the Bondholder 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 14.3.1);14.3.1

(d) any applicable conditions precedent and conditions subsequent;

(e) the reasons for, and contents of, each proposal;

(f) if a proposal concerns an amendment to any Finance Document, the details of such proposed amendment;

(g) if the voting is to be made electronically, the instructions for such voting; and

(h) information on where additional information (if any) will be published.

14.3.3 If so elected by the person requesting the Written Procedure and provided that it is also disclosed in the communication pursuant to Clause 14.3.1,14.3.1 when consents from Bondholders representing the requisite majority of the total Adjusted Nominal Amount pursuant to Clauses 14.4.214.4.2 and 14.4.314.4.3 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 14.4.214.4.2 or 14.4.3,14.4.3 as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

14.3.4 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).

14.4 Majority, quorum and other provisions

14.4.1 Only a Bondholder, or a person who has been provided with a power of attorney or other authorisation pursuant to Clause 6 (*Right to act on behalf of a Bondholder*) from a Bondholder:

(a) on the Record Date specified in the notice pursuant to Clause 14.2.2,14.2.2 in respect of a Bondholders' Meeting, or

(b) on the Record Date specified in the communication pursuant to Clause 14.3.2,14.3.2 in respect of a Written Procedure,

may exercise voting rights as a Bondholder at such Bondholders' Meeting or in such Written Procedure, provided that the relevant Bonds are included in the Adjusted Nominal Amount. Each whole Bond entitles to one vote and any fraction of a Bond 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.

14.4.2 The following matters shall require the consent of Bondholders representing at least sixty-six and two thirds (66 2/3) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 14.3.2:14.3.2

(a) a change to the terms of any provision in Clause 2 (*Status of the Bonds*);

(b) a change to the Interest Rate (other than as a result of an application of Clause 16 (*Replacement of Base Rate*)) or the Nominal Amount;

(c) a change to the terms for the distribution of proceeds set out in Clause 13 (*Distribution of Proceeds*);

(d) a change to the terms dealing with the requirements for Bondholders' consent set out in this Clause 14.414.4 (*Majority, quorum and other provisions*); and

(e) early redemption of the Bonds, other than as permitted by these Terms and Conditions (which for the avoidance of doubt shall always be subject to Clause 9.5 (*Consent from the Swedish FSA*) above).

14.4.3 Any matter not covered by Clause 14.4.214.4.2 shall require the consent of Bondholders representing more than fifty (50) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 14.3.2.14.3.2 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 15.1(a), (b), (c), (d) or (e)).

14.4.4 Quorum at a Bondholders' Meeting or in respect of a Written Procedure only exists if a Bondholder (or Bondholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 14.4.2,14.4.2 and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:

(a) if at a Bondholders' Meeting, attend the meeting in person or by other means prescribed by the Agent pursuant to Clause 14.2.414.2.4 (or appear through duly authorised representatives); or

(b) if in respect of a Written Procedure, reply to the request.

14.4.5 If a quorum exists for some but not all of the matters to be dealt with at a Bondholders' Meeting or by a Written Procedure, decisions may be taken in the matters for which a quorum exists.

14.4.6 If a quorum does not exist at a Bondholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Bondholders' Meeting (in accordance with Clause 14.2.1)14.2.1 or initiate a second Written Procedure (in accordance with Clause 14.3.1),14.3.1 as the case may be, provided that the person(s) who initiated the procedure for Bondholders' consent has confirmed that the relevant proposal is not withdrawn. For the purposes of a second Bondholders' Meeting or second Written Procedure pursuant to this Clause 14.4.6,14.4.6 the date of request of the second Bondholders' Meeting pursuant to Clause 14.2.114.2.1 or second Written Procedure pursuant to Clause 14.3.1,14.3.1 as the case may be, shall be deemed to be the relevant date when the quorum did not exist. The quorum requirement in Clause 14.4.414.4.4 shall not apply to such second Bondholders' Meeting or Written Procedure.

14.4.7 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.

14.4.8 The Bondholders may not resolve to make any amendments to these Terms and Conditions if the Issuer, after consultation with the Swedish FSA, considers that a change in the Terms and Conditions would be likely to result in the exclusion of the Bonds from the Tier 2 Capital of the Issuer or the Issuer Consolidated Situation (a "**Tier 2 Exclusion Event**"). A resolution by the Bondholders to amend these Terms and Conditions is not valid if the Issuer, after consultation with the Swedish FSA, considers that such amendment would be likely to result in a Tier 2 Exclusion Event.

14.4.9 A Bondholder holding more than one Bond 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.

14.4.10 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any owner of Bonds (irrespective of whether such person is a Bondholder) for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Bondholders that vote in respect of the proposal at the relevant Bondholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable.

14.4.11 A matter decided at a duly convened and held Bondholders' Meeting or by way of Written Procedure is binding on all Bondholders, irrespective of them being present or represented at the Bondholders' Meeting or responding in the Written Procedure. The Bondholders 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 Bondholders.

14.4.12 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Bondholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.

14.4.13 If a decision is to be taken by the Bondholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Bonds owned by Group Companies or (to the knowledge of the Issuer) Affiliates as per the Record Date for voting, irrespective of whether such person is a Bondholder. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible for determining whether a Bond is owned by a Group Company or an Affiliate.

14.4.14 Information about decisions taken at a Bondholders' 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 Bondholders' Meeting or Written Procedure shall at the request of a Bondholder be sent to it by the Issuer or the Agent, as applicable.

15 Amendments and waivers

15.1 The Issuer and the Agent (acting on behalf of the Bondholders) may, subject to the prior written permission of the Swedish FSA (to the extent required pursuant to the Applicable Capital Regulations) agree in writing to amend and waive any provision in a Finance Document or any other document relating to the Bonds, provided that the Agent is satisfied that such amendment or waiver:

(a) is not detrimental to the interest of the Bondholders as a group;

(b) is made solely for the purpose of rectifying obvious errors and mistakes;

(c) is required by any applicable regulation, a court ruling or a decision by a relevant authority;

(d) is required by the Swedish FSA for the Bonds to satisfy the requirements for Tier 2 Capital under the Applicable Capital Regulations as applied by the Swedish FSA from time to time (provided that it is not detrimental to the interest of the Bondholders as a group);

(e) such amendment is made in accordance with Clause 16 (*Replacement of Base Rate*); or

(f) has been duly approved by the Bondholders in accordance with Clause 14 (*Decisions by Bondholders*) and it has received any conditions precedent specified for the effectiveness of the approval by the Bondholders.

15.2 Any amendments to the Finance Documents shall be made available in the manner stipulated in Clause 10.3 (*Publication 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. The Issuer shall promptly publish by way of press release any amendment or waiver made pursuant to Clause 15.1(a), (c), (d) or (e), in each case setting out the amendment in reasonable detail and the date from which the amendment or waiver will be effective.

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

16 Replacement of Base Rate

16.1 General

16.1.1 Any determination or election to be made by an Independent Adviser, the Issuer or the Bondholders in accordance with the provisions of this Clause 16 shall at all times be made by such Independent Adviser, the Issuer or the Bondholders (as applicable) acting in good faith, in a commercially reasonable manner and by reference to relevant market data.

16.1.2 If a Base Rate Event has occurred, this Clause 16 shall take precedence over the fallbacks set out in paragraph (b) to (d) of the definition of STIBOR.

16.1.3 Notwithstanding any other provision in this Clause 16 (*Replacement of Base Rate*), 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 16 (*Replacement of Base Rate*), 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 Bonds from Tier 2 Capital of the Issuer or the Issuer Consolidated Situation, whether on a solo, group or consolidated basis.

16.2 Definitions

In this Clause 16:

"**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 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 16.3.4.

"**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 Paying Agent to calculate any payments due to be made to any Bondholder 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 (Sw. *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 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 (Sw. *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 Bonds, 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), such other rate as the Independent Adviser determines is most comparable to the Base Rate.

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

16.3 Determination of Base Rate, Adjustment Spread and Base Rate Amendments

16.3.1 Without prejudice to Clause 16.3.2, 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 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 16.3.2.

16.3.2 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 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.

16.3.3 If the Issuer fails to appoint an Independent Adviser in accordance with Clause 16.3.2, the Agent shall, if so decided at a Bondholders' Meeting or by way of Written Procedure, on behalf of the Bondholders, be entitled to appoint an Independent Adviser (at the Issuer's expense) for the purposes set forth in Clause 16.3.2. If an event where the Issuer is declared bankrupt or put into liquidation occurs or if the Issuer fails to carry out any other actions set forth in Clause 16.3 to 16.6, the Agent (acting on the instructions of the Bondholders) may to the extent necessary effectuate any Base Rate Amendments without the Issuer's cooperation

16.3.4 The Independent 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**").

16.3.5 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.

16.4 Interim measures

16.4.1 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.

16.4.2 For the avoidance of doubt, Clause 16.4.1 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 16. This will however not limit the application of Clause 16.4.1 for any subsequent Interest Periods, should all relevant actions provided in this Clause 16 have been taken, but without success.

16.5 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 Adviser of any Successor Base Rate, Adjustment Spread and any Base Rate Amendments, give notice thereof to the Agent, the Paying Agent and the Bondholders by way of press release and the CSD. The notice shall also include information about the effective date of the amendments. If the Bonds are admitted to trading on a stock exchange, the Issuer shall also give notice of the amendments to the relevant stock exchange.

16.6 Variation upon replacement of Base Rate

16.6.1 No later than giving the Agent notice pursuant to Clause 16.5, the Issuer shall deliver to the Agent a certificate signed by the Independent Adviser and the CEO, CFO or any other duly authorised signatory of the Issuer (subject to Clause 16.3.3) 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 16. 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 Paying Agent and the Bondholders.

16.6.2 Subject to receipt by the Agent of the certificate referred to in Clause 16.6.1, the Issuer and the Agent shall, at the request and expense of the Issuer, without the requirement for any consent or approval of the Bondholders, 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 16.

16.6.3 The Agent and the Paying Agent shall always be entitled to consult with external experts prior to amendments are effected pursuant to this Clause 16. Neither the Agent nor the Paying Agent shall be obliged to concur if in the reasonable opinion of the Agent or the Paying 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 Paying Agent in the Finance Documents.

16.7 Limitation of liability for the Independent Adviser

Any Independent Adviser appointed pursuant to Clause 16.3 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 Adviser shall never be responsible for indirect or consequential loss.

17 The Agent

17.1 Appointment of the Agent

17.1.1 By subscribing for Bonds, each initial Bondholder appoints the Agent to act as its agent in all matters relating to the Bonds 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 Bonds held by such Bondholder, including the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or its equivalent in any other jurisdiction) of the Issuer. By acquiring Bonds, each subsequent Bondholder confirms such appointment and authorisation for the Agent to act on its behalf.

17.1.2 Each Bondholder 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 Bondholder which does not comply with such request.

17.1.3 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.

17.1.4 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.

17.1.5 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.

17.2 Duties of the Agent

17.2.1 The Agent shall represent the Bondholders in accordance with the Finance Documents.

17.2.2 When acting pursuant to the Finance Documents, the Agent is always acting with binding effect on behalf of the Bondholders. The Agent is never acting as an advisor to the

Bondholders or the Issuer. Any advice or opinion from the Agent does not bind the Bondholders or the Issuer.

17.2.3 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.

17.2.4 The Agent shall treat all Bondholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Bondholders 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.

17.2.5 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 Bondholders 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.

17.2.6 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:

(i) an event or circumstance which the Agent reasonably believes is or may lead to a breach of the Terms and Conditions or may lead to a liquidation or bankruptcy of the Issuer; or

(ii) a matter relating to the Issuer or the Finance Documents which the Agent reasonably believes may be detrimental to the interests of the Bondholders under the Finance Documents;

(b) in connection with any Bondholders' Meeting or Written Procedure; or

(c) 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 15.1 are fulfilled).

17.2.7 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 13 (*Distribution of Proceeds*).

17.2.8 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.

17.2.9 Other than as specifically set out in the Finance Documents, the Agent shall not be obliged to monitor (i) whether any breach of the Terms and Conditions has occurred, (ii) the financial condition of the Issuer and the Group, (iii) the performance or any breach by the Issuer or any other party of its obligations under the Finance Documents, or (iv) whether any other event specified in any Finance Document has occurred or is expected to occur, and should the Agent not receive such information, the Agent is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Agent does not have actual knowledge of such event or circumstance.

17.2.10 The Agent shall ensure that it receives evidence satisfactory to it that Finance Documents which are required to be delivered to the Agent are duly authorised and executed (as applicable). The Issuer shall promptly upon request provide the Agent with such documents and evidence as the Agent reasonably considers necessary for the purpose of being able to comply with this Clause 17.2.10. Other than as set out above, the Agent shall neither be liable to the Issuer or the Bondholders for damage due to any documents and information delivered to the Agent not being accurate, correct and complete, unless it has actual knowledge to the contrary, nor be liable for the content, validity, perfection or enforceability of such documents.

17.2.11 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.

17.2.12 If in the Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent) in complying with instructions of the Bondholders, or taking any action at its own initiative, will not be covered by the Issuer, the Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate Security has been provided therefore) as it may reasonably require.

17.2.13 The Agent shall give a notice to the Bondholders:

(a) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement; or

(b) if it refrains from acting for any reason described in Clause 17.2.12.

17.3 Liability for the Agent

17.3.1 The Agent will not be liable to the Bondholders 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.

17.3.2 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 Bondholders to delay the action in order to first obtain instructions from the Bondholders.

17.3.3 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 Bondholders, 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.

17.3.4 The Agent shall have no liability to the Issuer or the Bondholders for damage caused by the Agent acting in accordance with instructions of the Bondholders given in accordance with the Finance Documents.

17.3.5 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 Bondholders under the Finance Documents.

17.4 Replacement of the Agent

17.4.1 Subject to Clause 17.4.6, the Agent may resign by giving notice to the Issuer and the Bondholders, in which case the Bondholders shall appoint a successor Agent at a Bondholders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.

17.4.2 Subject to Clause 17.4.6, 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.

17.4.3 A Bondholder (or Bondholders) 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 Bondholders, be given by them jointly), require that a Bondholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Bondholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Bondholders that the Agent be dismissed and a new Agent appointed.

17.4.4 If the Bondholders 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 Bondholders,

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.

17.4.5 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.

17.4.6 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 17.4.4 having lapsed.

17.4.7 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 Bondholders 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.

17.4.8 In the event that there is a change of the Agent in accordance with this Clause 17.4, 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.

18 The Paying Agent

18.1 The Issuer appoints the Paying Agent to manage certain specified tasks relating to the Bonds, under these Terms and Conditions, in accordance with the legislation, rules and regulations applicable to the Issuer, the Bonds and/or under the CSD Regulations.

18.2 The Paying Agent may retire from its appointment or be dismissed by the Issuer, provided that the Issuer has approved that a commercial bank or securities institution approved by the CSD accedes as Paying Agent at the same time as the then existing Paying Agent retires or is dismissed. If the Paying Agent is Insolvent, the Issuer shall immediately appoint a new Paying Agent, which shall replace the then existing Paying Agent as paying agent in accordance with these Terms and Conditions.

18.3 The Paying Agent will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with these Terms and Conditions, unless directly caused by its gross negligence or wilful misconduct. The Paying Agent shall never be responsible for indirect or consequential loss.

19 The CSD

19.1 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 Bonds.

19.2 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 Bondholder or the admission to trading of the Bonds on the relevant Regulated Market. The replacing CSD must be authorised to professionally conduct clearing operations and be authorised as a central securities depository in accordance with the Financial Instruments Accounts Act.

20 No direct actions by Bondholders

20.1 A Bondholder 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, company reorganisation 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.

20.2 Clause 20.1 shall not apply if the Agent has been instructed by the Bondholders 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 Bondholder to provide documents in accordance with Clause 17.1.2), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take certain actions is caused by the non-payment of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or by any reason described in Clause 17.2.12, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 17.2.13 before a Bondholder may take any action referred to in Clause 20.1.

20.3 The provisions of this Clause 20 are subject to the over-riding limitations in Clause 2 (*Status of the Bonds*).

21 Time-bar

21.1 The right to receive repayment of the principal of the Bonds 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 Bondholders' right to receive payment has been time-barred and has become void.

21.2 If a limitation period is duly interrupted in accordance with the Swedish Act on Limitations (Sw. *preskriptionslag (1981:130)*), a new limitation period of ten (10) years with respect to the right to receive repayment of the principal of the Bonds, 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.

22 Notices and press releases

22.1 Notices

22.1.1 Written notices to the Bondholders made by the Agent will be sent to the Bondholders via the CSD. Any such notice or communication will be deemed to be given or made via the CSD when sent from the CSD.

22.1.2 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 (Sw. *Bolagsverket*) on the Business Day prior to dispatch or, if sent by email by the Issuer, to such 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 such email address notified by the Issuer to the Agent from time to time; and

(c) if to the Bondholders, shall be sent via the CSD, which notice or communication will be deemed to be given or made via the CSD, when sent from the CSD. A notice to the Bondholders shall also be published on the websites of the Issuer and the Agent.

22.1.3 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 (and, if between the Agent and the Issuer, 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 22.1.2 or, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 22.1.1 or, in case of email to the Agent or the Issuer, when received in readable form by the email recipient.

22.1.4 Any notice which shall be provided to the Bondholders 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 Bondholders to exercise their rights under the Finance Documents;

(ii) details of where Bondholders can retrieve additional information;

(iii) contact details to the Agent; and

(iv) an instruction to contact the Agent should any Bondholder wish to receive the additional information by regular mail; and

(b) copies of any document needed in order for Bondholder to exercise their rights under the Finance Documents.

22.1.5 Failure to send a notice or other communication to a Bondholder or any defect in it shall not affect its sufficiency with respect to other Bondholders.

22.2 Press releases

If any information relating to the Bonds or the Issuer contained in a notice the Agent may send to the Bondholders under these Terms and Conditions has not already been made public by way of a press release, the Agent shall before it sends such information to the Bondholders give the Issuer the opportunity to issue a press release containing such information.

23 Force Majeure and limitation of liability

23.1 Neither the Agent nor the Paying 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 Paying Agent itself takes such measures, or is subject to such measures.

23.2 Should a Force Majeure Event arise which prevents the Agent or the Paying Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.

23.3 The provisions in this Clause 23 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

24 Governing law and jurisdiction

24.1 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.

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

6 DETAILS REGARDING ADMISSION TO TRADING

6.1 Expected date for listing and marketplace

The Bonds will be admitted to trading on Nasdaq Stockholm on or around 6 August 2026, for which listing this Prospectus has been prepared.

7 BOARD OF DIRECTORS AND EXECUTIVE MANAGEMENT

7.1 Board of Directors of the Issuer

Morrow Bank's Board of Directors consists of five (5) ordinary board members, including the Chairperson, with no deputy members, who have been elected for the period until the end of the annual general meeting 2027. The table below shows the members of the Board of Directors, when they first were elected and whether they are independent of the Company and/or the major shareholders.

All board members and the executive management are available at the Company's main office at Torsgatan 13, SE-111 23 Stockholm.

			Independent of	
Name	**Position**	**Member since**	**The Company and executive management**	**Major shareholders**
Niklas Midby	Chair	2025	Yes	Yes
Anna-Karin Celsing	Board member	2025	Yes	Yes
Carl-Åke Nilson	Board member	2025	Yes	Yes
Julia Ehrhardt	Board member	2025	Yes	Yes
Nishant Fafalia	Board member	2026	Yes	No

NIKLAS MIDBY

Born 1959. Chair of the Board of Directors since 2025.

Education:	Master of Business Administration, Stockholm School of Economics.
Other current assignments:	Board member of Evitec TopCo Oy, ByggaBo i Stockholm AB, Consiglio Capital AB, Consiglio Investments AB and Urban Parkering Fastighetsutveckling AB. Deputy board member of Mirella AB and Lagercrantz & Lombardi Advisers Aktiebolag.
Previous assignments (last five years):	Chairperson of the Board of Directors of the Norwegian company Sbanken ASA, Credon AB, Profit Software AB and StoEr Technologies AB. Chairperson of the Board of Directors and board member of Resscapital AB. Board member of OX2 AB and Peas Industries AB.
Shareholding in the Company:	Niklas Midby holds 610 shares in the Company. Niklas Midby also holds 400,000 warrants (Warrant Programme 2026 – Series 2026/2029:2).

ANNA-KARIN CELSING

Born 1962. Board member since 2025.

Education:	Master of Science in Economics from the Stockholm School of Economics.
Other current assignments:	Board member of Castellum AB, Volati AB, Peas Industries AB, KLOB i Stockholm AB, Stockholm Nordtech Group and Lannebo Kapitalförvaltning. Chief Executive Officer of AKC Råd AB.
Previous assignments (last five years):	Board member of Landshypotek Bank, Svensk Husproduktion AB, OX2 AB and Carnegie Investment Bank.
Shareholding in the Company:	Anna-Karin Celsing holds 61,110 shares in the Company.

CARL-ÅKE NILSON

Born 1959. Board member since 2025.

Education:	-
Other current assignments:	Owner of Tetterinen AB and Yoker Capital AB. Board member of Credon. Alternate board member of Citronella AB.
Previous assignments (last five years):	Nordic CRO at Express Bank A/S.
Shareholding in the Company:	Carl-Åke Nilson holds 18,332 shares in the Company.

JULIA EHRHARDT

Born 1980. Board member since 2025.

Education:	Master of Science in Engineering Physics from the Royal Institute of Technology in Stockholm.
Other current assignments:	Chairperson of the board and founder of Make up My Mind AB. Deputy chairperson of the Board of the charitable foundation DNA. Board member of Enity Bank AB, Enity Holding AB, Ework Group AB and H-A Ehrhardt & Co AB.
Previous assignments (last five years):	Board member of Eriksbergs Kapital AB, 0to9 AB, Corpia AB, Uno Finans AS and Panamond Group AB. CFO of Gilion AB. Chief Retail Banking Officer at Hoist Finance AB. Partner at Advisense.
Shareholding in the Company:	Julia Ehrhardt holds no shares in the Company. Julia Ehrhardt holds 50,000 warrants in the Company (Warrant Programme 2026 – Series 2026/2029:2).

NISHANT FAFALIA

Born 1983. Board member since 2026.

Education:	Master of Science in Engineering and Master of Science in Economics, Lund University.
Other current assignments:	Chief Executive Officer of Advanzia Bank S.A.
Previous assignments (last five years):	Chairperson of the Board of Directors of Semine AS, Promon AS, Line Inc. and Ostomycure AS. Board member of Morrow Bank ASA and Advanzia Bank S.A.
Shareholding in the Company:	Nishant Fafalia holds 237,035 shares in the Company, as well as NOK 5,000,000 in alternative Tier 1 capital instruments and NOK 5,000,000 in Tier 2 capital instruments.

7.2 Executive management of the Issuer

The members of the Company's management, their position and other relevant assignments outside the Group (if any) are set forth below.

ØYVIND OANES

Born 1972. Chief Executive Officer since 2021.

Education:	Bachelor's degree in Management from BI Norwegian Business School, Master's degree in Management from the University of Stavanger and Master's degree in Marketing from the University of Paisley.
Other current assignments:	Non-executive director of Teylor AG.
Previous assignments (last five years):	Senior partner at Exton Consulting GmbH. Non-executive director of Lea Bank ASA.
Shareholding in the Company:	Øyvind Oanes holds 614,443 shares in the Company. Øyvind Oanes also holds 4,332,980 warrants in the Company (1,250,000 in ESOP 2022, 462,980 in ESOP 2025 and 2,620,000 in LTIP 2026 (series 2026/2029:1)).

EIRIK HOLTEDAHL

Born 1968. CFO since 2022.

Education:	Master's studies in Economics from the University of Oslo. Bachelor's degree in Business, Economics and Accounting from Concordia University.
Other current assignments:	Owner, chairperson of the board and Chief Executive Officer of Belair AS. Board member of Advanzia Bank S.A.
Previous assignments (last five years):	Board member of Tinymesh AS and Eierseksjonssameiet Fr.Stangs gt 4.
Shareholding in the Company:	Eirik Holtedahl holds (indirectly via companies) 3,247,530 shares in the Company. Eirik Holtedahl also holds 2,612,000 warrants in the Company (800,000 in ESOP 2022, 272,000 in ESOP 2025 and 1,540,000 in LTIP 2026 (series 2026/2029:1)), as well as NOK 13,000,000 in alternative Tier 1 capital instruments and NOK 5,000,000 in Tier 2 capital instruments.

ANNIKA RAMSTEDT

Born 1973. Chief Credit Risk Officer since 2019.

Education:	Bachelor's degree in statistics from Örebro University and Lund University.
Other current assignments:	Deputy Director at Effectuate AB.
Previous assignments (last five years):	-
Shareholding in the Company:	Annika Ramstedt holds 401,814 shares in the Company. Annika Ramstedt also holds 2,711,369 warrants in the Company (800,000 in ESOP 2022, 371,369 in ESOP 2025 and 1,540,000 in LTIP 2026 (series 2026/2029:1)).

MARTIN VALLAND

Born 1976. Chief Technology Officer (interim) since 2022.

Education:	Master of Science in Computer Engineering from the Norwegian University of Science and Technology in Trondheim.
Other current assignments:	Partner and chairperson of the Board of Oktett AS. Chief Executive Officer and chairperson of the Board at Bråtet Software.
Previous assignments (last five years):	CTO at Monobank/Brabank. Chief Executive Officer of Stacc Nova.
Shareholding in the Company:	Martin Valland holds 274,071 shares in the Company.

WILHELM THOMASSEN

Born 1977. Chief Operating Officer since 2015. Chief Executive Officer of Morrow Bank's Norwegian branch since 2025.

Education:	Bachelor's degree in Management from the University of London, Master's degree in European Economics from the University of London, the Solstrand Programme for Young Leaders from AFF and the Norwegian School of Economics, and an Executive MBA in Finance and Management from the Norwegian School of Economics.
Other current assignments:	Chief Executive Officer, chairperson of the Board and owner of Dingja Holding AS.
Previous assignments (last five years):	-
Shareholding in the Company:	Wilhelm Thomassen holds, directly and indirectly through companies, 2,218,959 shares in the Company. Wilhelm Thomassen also holds 2,728,729 warrants in the Company (800,000 in ESOP 2022, 388,729 in ESOP 2025 and 1,540,000 in LTIP 2026 (series 2026/2029:1)).

TONY ROGNE

Born 1977. Chief Commercial Officer since 2023.

Education:	Master's degree in Marketing from BI Norwegian Business School.
Other current assignments:	Board member of GG Invest AS.
Previous assignments (last five years):	-
Shareholding in the Company:	Tony Rogne holds no shares in the Company. Tony Rogne holds 2,341,490 warrants in the Company (800,000 in ESOP 2022, 231,490 in ESOP 2025 and 1,310,000 in LTIP 2026 (series 2026/2029:1)).

8 FINANCIAL INFORMATION

The information set out below comprises financial statements prepared in NOK by Morrow Bank ASA prior to the completion of the Merger, financial statements prepared in SEK by Morrow Bank AB following the completion of the Merger, and financial statements relating to MedMera Bank. Information relating to MedMera Bank is provided on a voluntary basis to give investors a comprehensive understanding of the enlarged Group following completion of the Acquisition.

Morrow Bank ASA's annual reports for the financial years 2024 and 2025 have been prepared in accordance with IFRS Accounting Standards as adopted by the EU, with reporting in Norwegian kroner (NOK). As a result of the Merger and the change of domicile to Sweden, from the first quarter of 2026 onwards, the Company's financial reporting will be prepared in accordance with IAS 34 Interim Financial Reporting and the Swedish Annual Accounts Act for Credit Institutions and Securities Companies (Sw. *lagen om årsredovisning i kreditinstitut och värdepappersbolag*), with reporting in Swedish kronor (SEK). The underlying accounting policies are otherwise consistent with those applied in the 2025 annual report.

The information incorporated by reference forms part of the Prospectus. Those parts of the documents listed below to which no reference is made are either not relevant to an investor or are reproduced elsewhere in the Prospectus.

Morrow Bank ASA's annual reports for the financial years 2025 and 2024 have been audited by Morrow Bank ASA's auditor, PricewaterhouseCoopers AS, with authorised public accountant Erik Andersen as the auditor in charge. The audit reports contain no remarks that are material to the assessment of the Company's operations.

MedMera Bank's annual reports for the financial years 2025 and 2024 have been audited by MedMera Bank AB's auditor as at the date of the Prospectus, Ernst & Young AB, with authorised public accountant Carl Rudin as the auditor in charge. The audit reports contain no remarks that are material to the assessment of MedMera Bank's operations.

The information incorporated by reference is available for the duration of the Prospectus's validity on Morrow Bank's website, https://ir.morrowbank.com/reports-presentation, and MedMera Bank's website, https://medmerabank.se/ekonomiska-rapporter.

i. Morrow Bank ASA's audited financial statements for the financial year ended 31 December 2025, with reference to the income statement (p. 1), statement of comprehensive income (p. 1), balance sheet (p. 2), statement of changes in equity (p. 3), cash flow statement (p. 4), notes (pp. 5–44) and auditor's report (pp. 45–48).
ii. Morrow Bank ASA's audited financial statements for the financial year ended 31 December 2024, including the auditor's report; with reference to the income statement (p. 42), statement of comprehensive income (p. 42), balance sheet (p. 43), statement of changes in equity (p. 44), cash flow statement (p. 45), notes (pp. 47–82) and auditor's report (pp. 84–88);
iii. Morrow Bank AB's reviewed interim report for the three-month period ended 31 March 2026, with reference to the income statement (p. 8), statement of comprehensive income (p. 8), balance sheet (p. 9), cash flow statement (p. 10), statement of changes in equity (p. 9), notes (pp. 11–28) and auditor's report (p. 30);
iv. MedMera Bank AB's audited financial statements for the financial year ended 31 December 2025, including the auditor's report, with reference to the income statement

(p. 31), statement of comprehensive income (p. 31), balance sheet (p. 32), cash flow statement (p. 34), statement of changes in equity (p. 33), notes (pp. 35–69) and auditor's report (pp. 71–73);

v. MedMera Bank AB's audited financial statements for the financial year ended 31 December 2024, including the auditor's report, with reference to the income statement (p. 27), statement of comprehensive income (p. 27), balance sheet (p. 28), cash flow statement (p. 30), statement of changes in equity (p. 29), notes (pp. 31–65) and auditor's report (pp. 67–69).

9 LEGAL AND SUPPLEMENTARY INFORMATION

9.1 Share capital and legal and ownership structure

Under the Company's Articles of Association, the share capital shall be no less than SEK 200,000,000 and not more than SEK 800,000,000, and the number of shares shall be no less than 200,000,000 and not more than 800,000,000. At the date of this Prospectus, the Company's share capital amounts to SEK 316,100,197, divided among 316,100,197 shares. The shares are denominated in SEK and each share has a quota value of SEK 1.

The shares in the Company have been issued in accordance with Swedish law. All issued shares are fully paid and freely transferable.

The table below sets forth Morrow Bank's ownership structure as of 31 March 2026 and any subsequent known changes.

The table below sets forth Morrow Bank's ownership structure as of 31 March 2026 and any subsequent known changes. The Board of Directors is not aware of any shareholder agreements or similar arrangements relating to the shares in or control of the Company. As of the date of the Prospectus, and as far as the Company is aware, the Company is not directly or indirectly controlled by any party, whether individually or jointly with others.

Shareholders	**Number**	**Percentage**
Shareholders with holdings exceeding 5 per cent of the shares		
Christen Sveaas[1)]	72,717,976	23.0%
Shareholdings of board members and senior executives		
Niklas Midby	610	0.0%
Anna-Karin Celsing	61,110	0.02%
Carl-Åke Nilson	18,332	0.01%
Julia Ehrhardt	0	0.0%
Nishant Fafalia	237,035	0.07%
Eirik Holtedahl[2)]	3,247,530	1.03%
Wilhelm B. Thomassen[3)]	2,218,959	0.70%
Øyvind Oanes	614,443	0.19%
Martin Valland	274,071	0.09%
Annika Ramstedt	401,814	0.13%

Tony Rogne	0	0.0%
Other existing shareholders	*236,308,317*	*74.76%*
Total	**316,100,197**	**100%**

1) Christen Sveaas holds 62,920,813 shares indirectly through Kistefos AS and 9,797,163 shares indirectly through Kistefos Investment AS.

2) Indirect holding through Belair AS.

3) Wilhelm B. Thomassen holds 263,544 shares directly and 1,955,415 shares indirectly through Dingja Holding AS.

9.2 Legal and arbitration proceedings

Except as set out below, the Group has not been party to any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuer is aware) that recently had or could have material effects on the Company's financial position or profitability during the last twelve (12) months.

On 12 January 2026, the SFSA announced that it had initiated an investigation into the adequacy of MedMera Bank's credit assessments in granting loans to consumers. MedMera Bank was acquired by the Company on 1 July 2026. The investigation is ongoing as of the date of this Prospectus and may result in regulatory sanctions or remediation requirements.

9.3 Further information regarding the Board of Directors and executive management

There are no family ties between any of the members of the Board of Directors or executive management.

There are no conflicts of interest or potential conflicts of interest between the obligations of members of the Board of Directors and executive management of the Company and their private interests and/or other undertakings.

No special agreement has been reached between the Company and major shareholders, customers, suppliers or other parties according to which any member of the Board of Directors or executive management has been elected to the current position.

In 2022, Niklas Midby was issued a tax surcharge of SEK 13,377, as the Swedish Tax Agency assessed that, in his tax return for the 2020 tax year, Niklas Midby had provided incorrect information regarding a health and wellness benefit.

Other than as stated above, none of the members of the Board of Directors or the members of the executive management has, during the last five years, (i) been sentenced for fraud-related offences, (ii) represented a company which has been declared bankrupt or filed for liquidation, or been subject to administration under bankruptcy, (iii) been incriminated and/or sanctioned for a crime by statutory or regulatory authorities (including designated professional bodies); or (iv) been prohibited by a court of law from being a member of any issuer's administrative, management or supervisory body, or from holding senior or overarching positions of any issuer.

9.4 Material agreements

The following agreements (with the exception of agreements entered into in the ordinary course of business) have been entered into by a company within the Group and are, or may become, material, or have been entered into by a company within the Group at any time and contain terms under which a company within the Group has an obligation or right that is, or may become, material to the Company as at the date of this Prospectus.

9.4.1 Acquisition of MedMera Bank

On 24 March 2026, Morrow Bank announced that the Company had entered into an agreement with Kooperativa Förbundet to acquire all the shares in MedMera Bank for a total consideration of SEK 1,960 million. Through this transaction, Morrow Bank is establishing a long-term partnership with one of Sweden's largest retail brands, with over 4 million Coop members. Part of the consideration consists of a set-off issue of 32,780,579 shares in Morrow Bank to Kooperativa Förbundet. Completion of the transaction took place on 1 July 2026.

9.4.2 Bonds

As of the date of this Prospectus, the Company had the following outstanding bonds:

Type	ISIN	Ticker	Currency	Amount (million)	Margin (%)	Issue date	First call / Maturity date
Tier 2 capital instrument	NO0013 755249	N/A	SEK	200	3.25	16 June 2026	16 June 2031 / 16 September 2036
Additional Tier 1 capital instrument	NO0013 754945	N/A	NOK	300	4.25	12 June 2026	12 June 2031 / perpetual
Additional Tier 1 capital instrument	NO0013 567990	MOBA01 PRO	NOK	275	6.90	22 May 2025	22 May 2034 / perpetual
Supplementary capital instrument	NO0013 333401	MOBA02 PRO	NOK	100	6.50	19 September 2024	19 September 2029 / 19 September 2034
Supplementary capital instrument	NO0012 909235	KOMP06 PRO	NOK	100	7.00	11 May 2023	11 May 2028 / 11 May 2033
Supplementary capital instrument	NO0013 728295	MOBAN01 PRO	NOK	200	3.75	27 February 2026	27 February 2031 / 27 February 2036

9.5 Related party transactions

Morrow Bank's transactions with related parties during the financial years 2024 and 2025 are set out in Note 21 to the financial statements for the financial years 2024 and 2025, which are incorporated by reference into the Prospectus; see the section "Documents incorporated by reference". Apart from what is set out below, there have been no related-party transactions since 2023 which, individually or in aggregate, are of material significance to the Group.

In December 2025, Morrow Bank ASA provided an unconditional shareholder contribution of SEK 500 million to its, at the time, wholly-owned subsidiary, Morrow Bank AB.

In January 2026, Morrow Bank AB carried out the Merger with Morrow Bank ASA, whereby all assets and liabilities were transferred to Morrow Bank AB.

9.6 Regulatory overview

Morrow Bank is subject to authorisation by the SFSA (Sw. *Finansinspektionen*) and is governed by laws and regulations at both national and EU level. A brief description of the key regulatory framework related to Morrow Bank is set out below.

9.6.1 Capital adequacy rules

As a bank, the Company is subject to comprehensive and complex regulation regarding capital adequacy and liquidity requirements. These requirements are primarily governed by the Basel III-framework.

The CRR and CRD IV are supported by a set of binding technical standards developed by the European Banking Authority. The CRR is directly applicable and binding in Sweden, whilst the CRD IV has been implemented through national laws and regulations. CRR III is to be applied in principle from 1 January 2025, but transitional rules will apply for several years. CRD VI will be transposed into national legislation by Member States by 10 January 2026 at the latest. Morrow Bank is also subject to liquidity requirements in its capacity as a credit institution supervised by the SFSA, including a statutory requirement to maintain sufficient liquidity to meet its obligations as they fall due. SFSA has issued regulations on liquidity, such as the SFSA Regulations regarding management of liquidity risks in credit institutions and investment firms (FFFS 2010:7), which Morrow Bank must comply. In addition to capital and liquidity requirements, the CRR and CRD IV also contain several other rules concerning, amongst other things, corporate governance, remuneration and sanctions.

9.6.2 Money laundering and terrorist financing

Morrow Bank is subject to laws and other regulations concerning measuring anti-money laundering and counter financing of terrorism, as well as trade sanctions. On 20 May 2015, the European Parliament adopted the Fourth Anti-Money Laundering Directive, which has been transposed into Swedish law, *inter alia*, through the Money Laundering and Terrorist Financing (Prevention) Act (2017:630) and Terrorist Financing (Sw. *penningtvättslagen*) (the "**Money Laundering Act**"), which entered into force on 1 August 2017. On 30 May 2018, the European Parliament adopted the Fifth Anti-Money Laundering Directive, which was incorporated into the Money Laundering Act through regulatory amendments that entered into force on 1 January 2020. On 3 December 2020, the Sixth Anti-Money Laundering Directive also entered into force, replacing certain parts of the Fourth and Fifth Anti-Money Laundering Directives, primarily those relating to criminal law provisions.

The Money Laundering Act includes, amongst other things, a requirement for businesses covered by the Act to carry out a general risk assessment, provisions on compliance and internal control functions, and requirements for suitability assessments of employees working on measures to prevent money laundering and terrorist financing. The SFSA has introduced anti-money laundering regulations which supplement the Money Laundering Act and set out in greater detail how institutions are to comply with the requirements of the Act. From 10 July 2027, Regulation (EU) 2024/1624 of the European Parliament and of the Council on measures to prevent the use of the financial system for the purposes of money laundering or terrorist financing (the "**Anti-Money Laundering Regulation**") will enter into force, which will largely replace the Money Laundering Act. The Company's operations in its Norwegian branch are also subject to the Norwegian Act on Measures against Money Laundering and Terrorist Financing (No. *Lov om tiltak mot hvitvasking og terrorfinansiering*), in addition to the Swedish anti-money laundering rules.

9.6.3 Recovery and resolution measures under the BRRD

Morrow Bank is subject to the BRRD (as amended by BRRD II), a framework for the recovery and resolution of credit institutions and investment firms. The BRRD sets out a framework for the recovery and resolution of credit institutions and, amongst other things, requires credit institutions within the EU to draw up and maintain recovery plans setting out the measures that may be taken to restore the institution's long-term viability following a significant deterioration of its financial position. The SFSA has decided that Morrow Bank should be permitted to have simplified obligations regarding its recovery plan, as the failure of Morrow Bank would likely have only a minor impact on the financial markets, other firms, financing conditions or the economy in a wider perspective. A decision on simplified obligations to draw up a recovery plan may be revoked if the SFSA would revise its assessment, and such would lead to different requirements regarding the content of the recovery plan.

The Swedish National Debt Office is the national resolution authority in Sweden, and the BRRD has been implemented through the Resolution Act (2015:1016) (Sw. *lagen om resolution*). The BRRD sets out several resolution tools and powers that the Swedish National Debt Office may use individually or in combination to manage potential failures. One of the BRRD's key principles is that the shareholders of a failing credit institution should bear the first losses in the event of failure. The authorities must therefore ensure that shareholders bear the losses by redeeming the shares or significantly diluting them before taking any resolution measures that would result in losses for the creditors of the failing institution. A decision to initiate resolution proceedings would also result in shareholders losing their voting rights attached to the shares (such voting rights may instead be exercised by the authorities). Ultimately, the authorities may transfer the shares or the business of a failing credit institution to a private purchaser or a state-controlled entity until a solution can be arranged. The authorities are also granted the power, amongst other things, to write down all or part of the principal and/or interest on certain eligible liabilities of a financial institution under resolution and/or to convert certain unsecured claims into shares in such an institution (debt write-down). All the above measures and any other resolution measures are carried out through intervention by the competent authorities without prior approval from shareholders. Debt write-down requires creditors of a failing institution to accept certain losses in order to save the institution from insolvency. The measures described above may be taken against shareholders and creditors in combination with other resolution measures. The authorities may also exercise other separate powers in respect of shares and other primary and supplementary capital instruments prior to, and independently of, any resolution measures (provided that the institution is deemed to be failing or likely to fail). These powers mean that shares may be cancelled or significantly diluted, and that liabilities may be written down and/or converted into shares.

9.6.4 *Ownership, ownership-management and management assessments*

Morrow Bank is subject to the rules regarding ownership, ownership-management and management assessments set out in the Banking and Financing Business Act (Sw. *LBF*). These provisions mean, amongst other things, that before anyone acquires shares in Morrow Bank such that the acquirer's holding reaches or exceeds certain thresholds (10, 20, 30 or 50 per cent. of shares or voting rights, control over Morrow Bank or a holding that otherwise confers significant influence), the acquirer must be approved by the SFSA. In addition, Morrow Bank's board members, deputy board members and chief executive officer must undergo a suitability assessment by the SFSA.

9.6.5 *The Deposit Guarantee Scheme*

Morrow Bank is a member of the Swedish deposit insurance scheme (Sw. *Statliga insättningsgarantin*), a state-run insurance scheme covering deposits held in accounts with banks, credit market companies and certain investment firms. Institutions covered by the scheme are required to pay annual fees to maintain the deposit guarantee fund from which any payouts under the scheme will be made. If the guarantee is activated, each customer will receive compensation equivalent to the value of the total funds in their account(s) with Morrow Bank, including accrued interest, up to the date of bankruptcy or the SFSA's decision to activate the guarantee. The maximum cover under the Swedish deposit guarantee scheme is currently SEK 1,150,000 per person and institution. The deposit insurance applies to deposits from all depositors, with the exception of certain financial companies and corresponding foreign entities.

For the deposit accounts provided by Morrow Bank's Norwegian branch in Norway, a top-up applies to the amount covered by the deposit guarantee, up to NOK 2,000,000. To offer this, Morrow Bank's Norwegian branch is affiliated with the Norwegian Bank Guarantee Fund (No. *Bankenes Sikringsfond*).

9.6.6 *Consumer credit*

Morrow Bank's operations consist mainly of consumer credit. Central applicable regulations to such lending are the Consumer Credit Act (2010:1846) (Sw. *konsumentkreditlagen*) and the SFSA's general guidelines in this area. The Consumer Credit Act grants consumers certain minimum rights; Morrow Bank has, amongst other things, a duty to observe sound lending practices, ensure sound lending and safeguard consumers' interests. For example, the Consumer Credit Act contains rules on the marketing of consumer credit, the pre-contractual information that must be provided to the consumer before a credit agreement is entered into, and how interest calculations are presented to the consumer. The Consumer Credit Act also contains provisions aimed at promoting a sound repayment culture amongst lenders. A contractual term which, when compared with the provisions of the Consumer Credit Act, is to the detriment of the consumer, is not enforceable against the consumer unless otherwise specified in the Act.

9.6.7 *GDPR*

Morrow Bank's ability to collect, retain, share and otherwise process customer data is governed by data protection legislation, marketing laws, confidentiality requirements and other regulatory restrictions. Of particular importance is the GDPR, which entered into force in May 2018. Personal data may only be processed for specific, explicitly stated and legitimate purposes and may only be processed in accordance with these purposes. Data subjects must always be informed that their personal data is being processed, including, but not limited to, the purposes of the processing. Furthermore, personal data collected must be adequate and relevant, and no more personal data than is necessary in relation to the purposes of the processing may be collected or processed. Moreover, personal data must not be stored for longer than is necessary to fulfil the purposes for which it was collected. In addition, personal data may only be processed if a lawful basis for the processing has been established, including but not limited to the performance of a contract.

10 DOCUMENTS AVAILABLE FOR INSPECTION

Morrow Bank’s Articles of Association, certificate of registration and annual reports for the financial years 2024 and 2025, including auditors’ reports, are available for inspection during office hours at the Company’s head office at Torsgatan 13, SE-111 23 Stockholm, Sweden. These documents are also available in electronic form on Morrow Bank’s website, www.morrowbank.com. The information on Morrow Bank’s website, or on any other referenced website, does not form part of the Prospectus unless incorporated into the Prospectus by reference, and has not been reviewed or approved by the competent authority.

11 ADDRESSES

THE COMPANY

Morrow Bank AB

Torsgatan 13

SE-111 23 Stockholm

Sweden

Telephone number: +46 8-403 096 00

www.morrowbank.com

MANAGER

Nordea Bank Abp, Swedish branch

Smålandsgatan 17

SE-105 71 Stockholm

Sweden

AUDITOR

Öhrlings PricewaterhouseCoopers AB

Torsgatan 21

SE-113 97 Stockholm

Sweden

LEGAL ADVISER TO THE COMPANY

Advokatfirman Vinge KB

Smålandsgatan 20

SE-111 46 Stockholm

Sweden